

PENDLETON COUNTY FISCAL COURT
July Term, July 14, 2009

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Stacey Wells, Alan Whaley

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean,

Invocation was given by Judge Bertram; Pledge of Allegiance was led by Judge Bertram.

In Re: Agenda

Judge Bertram presented the agenda for this meeting, he asked that the agenda be amended to include the following: Item 16A – Appointments to the Recreation Commission and Item 20A – Resolution allowing Water Districts to use county right of way. Squire Wells made a motion to approve the agenda with these amendments, seconded by Squire Fogle, motion carried.

In Re: Approval of Minutes

Pendleton County Fiscal Court Clerk, Vicky King, presented a written report from the Fiscal Court meeting of June 23, 2009 to the court. Squire Whaley made a motion to approve this report as presented, seconded by Squire Veirs, motion carried.

In Re: Presentation of the Treasurer's Report

Pendleton County Treasurer, Vicky King, submitted a written report for the month of June 2009 as well as the Quarterly Report for quarter ending June 30, 2009. These reports were submitted for review, final determination to be made at the next regular Fiscal Court meeting.

In Re: Public Hearing to discuss Road Taxing District

A motion was made by Squire Veirs at 7:05PM, seconded by Squire Fogle, to go into a public hearing for the purpose of receiving public opinion regarding the creation of a road taxing district for residents and property owners of Ruth Court and Ashley Lane, motion carried.

Discussion was held, Rick Mineer voiced some concern about the time frame for the road to be brought up to county standards and if the taxing district would have bonding power, Judge Bertram informed them that any Special Taxing District would have bonding power.

Steven Foster thanked the Court for all of their help and cooperation, he wanted to say thank you to the PVA, County Clerk, Fiscal Court and County Attorney and anyone else who was involved and offered assistance.

At 7:10PM Squire Wells made a motion seconded by Squire Whaley to return to open session. Squire Wells made a motion to have the County Attorney proceed with writing an ordinance establishing a Special Taxing District for those residents and property owners along Ruth Court and Ashley Lane, motion was seconded by Squire Veirs, carried.

FORMATION OF SUBDIVISION ROAD DISTRICT
(KRS. 179.700 - 179.735 & KRS. 65.182 & 65.184)

RECEIVED
JUL 11 1999
COUNTY JUDGES OFFICE

STEPS

1. Determine the area to be within the District.
2. Determine the number of voters within the district who have voted in the last 4 general elections. Divide that number by 4.
3. Present Petition to the Fiscal Court, with a copy to each member of the Fiscal Court, signed by at least the number of Registered Voters living within the district equal to the number determined in Step 1 (1/4 of average number voting in last 4 general elections) (in other words, Petition must be signed by 25% of the average number of voters living within the district who have voted in the last 4 general elections).
4. PETITION - (a) must be signed by the number of voters stated above.
(b) MUST STATE: "The following registered voters of Gallatin County, Kentucky, hereby petition the fiscal court to form a Subdivision Road District which shall have the authority impose a special ad valorem tax of (amount - not to exceed 10 cents) on each \$100.00 worth of property assessed for local taxation in the district, for the following reason: In order to provide revenue for repair, maintenance and upkeep of Timberline Drive in Gallatin County, Kentucky."

Name	Address	Date Signed
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- (c) Petition must contain name, address and date signed by each signer. The last signature must occur within 180 days of the first signature.

SEE SAMPLE PETITION

5. After receipt of the petition, the Fiscal Court will conduct a public hearing on the proposed district within 30 to 90 days.
6. After the hearing the Fiscal Court may pass an ordinance establishing the road district.
7. The tax imposed by the road district is then added to the tax bills of the properties within the district by the PVA and County Clerk and it is collected by the Sheriff along with other property taxes. The Sheriff will pay over to the

Treasurer of the Road District the amount of money due it at the same time he pays over other tax money to the other taxing authorities.

8. The Road District can enter into a contract for the County to perform the maintenance work on the road.

PETITION FOR FORMATION OF
SUBDIVISION ROAD DISTRICT

TO THE PENDLETON COUNTY FISCAL COURT

1. The following registered voters of Pendleton County, Kentucky, hereby petition the Fiscal Court to form a Subdivision Road District which shall have the authority to impose a special ad valorem tax of (amount not to exceed .10 cents) on each \$100.00 One Hundred dollars worth of property assessed for local taxation in the district, for the following reason : In order to provide revenue for repair, maintenance and upkeep of Ashley Lane and Ruth Court in Pendleton County, Kentucky.

2. This Subdivision Road District is to be created and operated under KRS 179.700-735

3. The present population of the area of the district is : approx 60 persons

4. the density of population is as follows : approx 60 person per Sq. Mile

5. the projected growth of the area is as follows : 9 more homes

6. The assessed valuation of the property within the proposed Road District is: \$2,482,600.00

7. The area to be served by the proposed Road District is as described as follows: Being lots Fourteen (14) through Forty Six (46) known as Resubdivision of Lot Six (6) and Lot Twelve (12) of Harolds Happy Homestead, as Depicted in the Plat and Plan Therof, Prepared by Cahill Surveyors, Inc. , Registered Land Surveyors of P.O. Box 377, Dry Ridge, Kentucky 41035, Filed on April 30th, 1999 at Plat Cabinet 1, slide 164

Pendleton County Clerks Office, and including all streets as laid out in the in the plat and plan

8. It is anticipated that the service in area will begin August 1st 2009

The proposed service is the improvement of Ruth court and Ashley Lane to the extent that they become passable at all times by means of common passenger automobiles, and the maintenance of said roads in that condition.

The projected effect of providing this service on the social and economic growth of the area is as follows : The eventual building of possibly 9 more homes that will increase the property taxes paid to the County, as well as possible payroll taxes if those new residents were to be employed in the County.

The projected growth in service demand or need is as follows : As stated above, the addition of 9 possible homes using the roads.

5. The three year projection of cost versus revenue of the proposed Road District is as follows:

3 Year projected revenue \$7,500

3 Year projected dispersment \$7,500

6. Services to be provided by this proposed Road District are not provided by Pendleton County nor any other governmental entity in Pendleton County, Kentucky. And are not otherwise available in said County.

Attached are the Names and Signatures of those petitioning this Honorable Fiscal Court for the creation of the aforementioned Road District

Signature	Address of Signer	Date Signed
<u>Victoria A. Foster</u>	<u>333 Ruth Ct Falmouth Ky 41040</u>	<u>May 14th 2009</u>
<u>Victoria A. Foster</u>	<u>333 Ruth Ct. Falmouth, Ky. 41040</u>	<u>5/14/09</u>
<u>Fernando Foster</u>	<u>333 Ruth Ct Falmouth, KY 41040</u>	<u>5/14/09</u>
<u>Collyanna Ray</u>	<u>377 Ruth's Court Falmouth Ky</u>	<u>5-14-09</u>
<u>John Ray</u>	<u>377 Ruth's Court Falmouth Ky</u>	<u>5/14/09</u>
<u>John Ray</u>	<u>463 Ruth's Court Falmouth Ky</u>	<u>5/14/09</u>
<u>John Bergman</u>	<u>394 Ruth's Court Falmouth Ky</u>	<u>5/14/09</u>
<u>John Bergman</u>	<u>394 Ruth's Ct Falmouth Ky</u>	<u>5-14-09</u>
<u>John Bergman</u>	<u>394 Ruth's Ct Falmouth, KY 41040</u>	<u>5/14/09</u>
<u>John Bergman</u>	<u>445 Ruth's Ct Falmouth Ky 41040</u>	<u>5-14-09</u>
<u>John Bergman</u>	<u>174 Ruth's Ct. Falmouth Ky 41040</u>	<u>5-14-09</u>
<u>John Bergman</u>	<u>90 Ruth Ct. Falmouth Ky 41040</u>	<u>5-14-09</u>
<u>John Bergman</u>	<u>100 Ashley Ave Falmouth KY 41040</u>	<u>5-14-09</u>
<u>John Bergman</u>	<u>100 Ashley Ave Falmouth, Ky. 41040</u>	<u>5/14/09</u>
<u>John White</u>	<u>93 Ashley Ave Falmouth Ky 41040</u>	<u>5-14-09</u>

Signature	Address of Signer	Date Signed
<u>Ernest Bowman</u>	<u>716 Ashley Ave Falmouth Ky</u>	<u>5/14/09</u>
<u>Ernest Bowman</u>	<u>54 Ashley Lane Falmouth Ky</u>	<u>5/14/09</u>
<u>Ernest Bowman</u>	<u>173 Ruth's Ct. Falmouth Ky</u>	<u>5/14/09</u>
<u>Ernest Bowman</u>	<u>173 Ruth's Ct. Falmouth Ky</u>	<u>5/14/09</u>
<u>LAREN Hobday</u>	<u>151 Ruth's Ct. Falmouth Ky</u>	<u>5-14-09</u>
<u>BARRY DENNIE</u>	<u>296 Ruths Ct Falmouth Ky</u>	<u>5-14-09</u>
<u>Dawn Denrie</u>	<u>296 Ruths Ct Falmouth Ky</u>	<u>5-14-09</u>
<u>Paula Mc</u>	<u>314 Ruth's Ct. Falmouth Ky</u>	<u>5-14-09</u>
<u>Negan Johnson</u>	<u>340 Ruths Ct. Falmouth Ky</u>	<u>5-14-09</u>
<u>Negan Johnson</u>	<u>340 Ruths Ct. Falmouth Ky</u>	<u>5-14-09</u>
<u>Reggie Styles</u>	<u>445 Ruth's Ct Falmouth Ky</u>	<u>5-17-09</u>
<u>Karen Price</u>	<u>90 Ruths Ct Falmouth Ky</u>	<u>5-17-09</u>
<u>Price Polley</u>	<u>54 Ashley Lane Falmouth Ky</u>	<u>5-17-09</u>
<u>Mary L Polley</u>	<u>54 Ashley Lane Falmouth Ky</u>	<u>5-17-09</u>
<u>John Polley</u>	<u>333 RUTHS CT FALMOUTH KY</u>	<u>5-17-09</u>

In Re: Joint Meeting with Falmouth Mayor and Council to discuss Zoning Issues

Mayor DeFalco and several members of the Falmouth City Council were present to discuss how the city will proceed with administering their zoning ordinance. Pendleton County presented the city with a proposal for administering this ordinance. Discussion was held, this was informational only no action taken.

In Re: Open Bids on Crushed Limestone, Dozer Work, Track Hoe Work, Trucking of Materials

One bid was received from Hilltop Stone for providing crushed limestone and gravel.
One bid was received from Flaugher Trucking for the trucking of materials and one bid was received from Bishop Bulldozing for dozer work, no bids received for Track Hoe Work.
Squire Wells made a motion to accept the bid submitted, seconded by Squire Fogle, motion carried.

PUBLIC NOTICE

Pendleton County Fiscal Court will open bids on the following products, supplies and services for the Fiscal Year 2009-2010, at its regular meeting July 14, 2009, at 7:00 P.M. Bids shall be submitted by 4:00 P.M., July 14, 2009, at the Office of the Judge/Executive, Pendleton County Courthouse, 233 Main Street, Falmouth, Kentucky 41040. No faxed bids will be accepted and all bids shall be marked "BIDS".

1. Crushed limestone materials
2. Dozer work (size of equipment and rate per hour)
3. Track Hoe (size of equipment and rate per hour)
4. Transporting or trucking of stone and other materials – from Hilltop Stone; Carmeuse Lime; Cargill Inc.
5. The Fiscal Court reserves the right to reject any or all bids.

Publish

June 30, 2009

July 7, 2009



July 13, 2009

Pendleton County Fiscal Court
Falmouth, Kentucky 41040

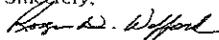
Gentlemen:

We are pleased to quote the following prices on crushed limestone meeting Kentucky State Highway Department specifications loaded on your trucks at our quarry near Butler, Kentucky for your 2009-2010 Fiscal year. With the reduction in fuel prices in 2009, we are able to quote and maintain the same prices as last year.

Size	<u>Price</u>
Com 610's.....	\$ 5.90
4's.....	\$ 9.80
2's.....	\$ 9.00
6's.....	\$ 8.20
57's.....	\$ 9.90
9m's.....	\$ 10.00
8's.....	\$ 10.00
DGA.....	\$ 8.80
Quarry Run Rip Rap.....	\$ 12.50
Cyclopean Rip Rap.....	\$ 13.75
Channel Lining 2.....	\$ 12.25
Channel Lining 3.....	\$ 12.75

(Above prices do not include KY sales tax)

Stone can be delivered to the county yard at the rate of \$2.85 per ton.

Sincerely,

Roger D Wafford
Hilltop Stone, LLC
General Manager

Flaughter Trucking Inc
842 Turner Ridge Rd
Falmouth, Ky 41040
July 13, 2009

Pendleton County Fiscal Court
233 Main St
Falmouth, Ky 41040

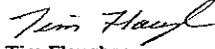
Dear:

I propose to furnish Hauling of materials from Hilltop Stone, Butler Ky to Pendleton County Road Dept at the rate of \$3.00 per ton. Hauling of materials from Carmeuse Lime Butler, Ky. to Pendleton County Road Dept at the rate of \$4.00 per ton. Hauling of materials from Cargill Inc. Cincinnati, Ohio at the rate of \$10.00 per ton.

This bid is for 25 ton minimum load.

These are haul rates only no material cost is included in the bid.

Sincerely,



Tim Flaughter
President

BISHOP BULLDOZING
ERNIE BISHOP, OWNER
650 WALLACE ROAD
FALMOUTH, KY 41040
(606)735-9283
(859)620-8709

HOURLY EQUIPMENT CHARGE

943 Loader	\$100.00
D-5 Bulldozer	\$100.00
D-8 Bulldozer	\$165.00

In Re: Approval of Sheriff's Final Tax Settlement

Sheriff Peoples presented the court with a letter stating that per the audit of the 2008 property tax collections and Mental Health tax collection the county owes the Sheriff the following amounts: \$115.88 from the Property Tax collections and \$25.64 from the Mental Health tax collections.

Squire Whaley made a motion to approve the reimbursement of overpayment of taxes, seconded by Squire Veirs, motion carried.



PENDLETON COUNTY SHERIFF'S OFFICE

202 CHAPEL STREET • FALMOUTH, KENTUCKY 41040
Office (859) 654-4511 Fax (859) 654-5974
Dispatch Center (859) 654-3300
www.sheriff.pendletoncounty.ky.gov



Charles Wm. "Craig" Peoples, Sheriff Paul Vater, Chief Deputy

July 9, 2009

Pendleton County Fiscal Court
Henry Bertram, Judge/Executive
Main St.
Falmouth, Kentucky 41040

Re: 2008 Tax Audit

Vicky,

Per the Audit of the 2008 Property Tax Collections and the Mental Health Tax Settlement Worksheet the County owes the Pendleton County Sheriff's Office 2008 Tax Account in the amount of \$ 25.64, which was overpaid to the County. Please remit these funds once the final audit has been approved.

Sincerely,
Charles William Peoples, Sheriff
Pendleton County Sheriff's Office

APA (Revised 1/06)

B-1

Pendleton County
Charles Peoples, Sheriff
Exit Conference
Sheriff's Settlement - 2008 Taxes
For the period April 13, 2008 through April 9, 2009

Date: July 9, 2009
Auditors Present: Jennifer Curtis
Auditees Present: Charles Peoples, Sheriff
Location: Sheriff's Office

We appreciate the courtesy extended to our audit staff. During the course of our audit we have developed the following comments and recommendations for your review. Please enter your response and initial the space provided.

The Sheriff has 10 days to respond. Written responses need to be received by the auditor no later than July 23, 2009 in order to be included in the audit report. Responses will be included as written by the Sheriff, without any editing by the Auditor of Public Accounts.

1. The Sheriff Should Settle The Tax Account

The Sheriff should settle the tax account. The Sheriff's tax account is due \$85.23 from the state, \$115.88 from the County, \$853.02 from the School, \$38.71 from the Library, \$39.06 from the Health, \$32.69 from the Extension, \$25.64 from Mental Health, \$307.27 from Northern Pendleton Fire, and \$223.17 from the Kenton Five districts for overpayments of taxes paid to them. The Board of Education should refund the Sheriff \$418.24 resulting from overpayments in interest. The Sheriff's fee account owes the tax account \$70.77 in overpayments of commission. The Sheriff owes the Board of Education - \$25.90 due to them overpaying commission to the Sheriff. The Sheriff is also due an additional \$600.69 in interest. The Sheriff should issue a check in the amount of \$983.91 to the fee account to reimburse it for overdrafts on the tax account. There is also an additional \$195.13 due to the fee account for May telecommunication payments and interest. When all items are collected and paid, there should be a remaining balance of \$600.11. We recommend that the Sheriff collect and pay all amounts noted above and the remaining balance be paid over to the Sheriff's fee account. (R-1,C-7)

Initials: cf Response or Additional Information:

SOI: Referenced Audit Documentation

**PENDLETON COUNTY
CHARLES PEOPLES, SHERIFF
SETTLEMENT WORKSHEET - 2008 TAXES
DETERMINATION OF FUND BALANCE
AS OF APRIL 2, 2009**

C-7

Use Whole Numbers
Note - If the ending balance on the proof of cash is zero and there are no receivables and this schedule is optional.

Assets		
Cash in Bank (All Tax Accounts)		\$109,465.81
Deposits in Transit		
Receivables:		
Taxes, Interest, and Redeposits	8,577.99	
Refund due from State	95.23	
Refund due from County	115.88	
Refund due from School	853.02	
Refund due from Library	38.71	
Refund due from Health	39.06	
Refund due from Extension	32.69	
Refund due from Mental Health	25.61	
Refund due from Northern Pendleton PD	107.27	
Refund due from Kenton PD	223.17	
Overpayment of Commissions to fee account	70.77	
Overpayment of interest to Schools	416.24	
Total Assets		\$120,253.48
Liabilities		
Paid Obligations-		
Outstanding Checks	\$ 62,081.02	
Paid Liabilities	55,766.67	
Total Paid Obligations		\$117,847.69
Unpaid Obligations-		
May interest and telecommunication due fee acct	\$ 125.18	
Refund to Fee Account for Tax Overdrafts	983.91	
Tax Commissions Due School for overpayment	25.90	
Interest Due Sheriff's Fee Account	600.69	
Total Unpaid Obligations		\$ 1,805.68
Total Liabilities		\$119,653.37
Total Fund Balance as of April 2, 2009		\$ 600.11

SOI - Referenced worksheets



**PENDLETON COUNTY SHERIFF'S
OFFICE**
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Charles Wm. "Craig" Peoples, *Sheriff* Paul Vater, *Chief Deputy*

July 9, 2009

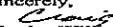
Pendleton County Fiscal Court
Henry Bertram, Judge/Executive
Main St.
Falmouth, Kentucky 41040

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Sincerely,


Charles William Peoples, Sheriff
Pendleton County Sheriff's Office

Pendleton County
 Charles Peoples, Sheriff
 Exit Conference
 Sheriff's Settlement - 2008 Taxes
 For the period April 13, 2008 through April 9, 2009

Date: July 9, 2009
 Auditors Present: Jennifer Curtis
 Auditees Present: Charles Peoples, Sheriff
 Location: Sheriff's Office

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Initials: cf Response or Additional Information: _____

SOI: Referenced Audit Documentation

PENDLETON COUNTY CHARLES PEOPLES, SHERIFF SHERIFF'S SETTLEMENT - 2008 TAXES DETERMINATION OF FUND BALANCE AS OF APRIL 9, 2009		C-7
<i>Use Whole Numbers</i>		
<i>Note - If the ending balance on the proof of cash is zero and there are no receivables and this schedule is optional.</i>		
Assets		
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Tax Commissions Due School for overpayment	25.90	
Interest Due Sheriff's Fee Account	600.69	
Total Unpaid Obligations		\$ 1,805.68
Total Liabilities		\$ 119,653.37
Total Fund Balance as of April 9, 2009		\$ 600.11

SOI - Referenced workpapers

In Re: Airport Budget

The Pendleton County Airport Board presented their FY 2010 budget to the Fiscal Court for approval. Squire Veirs made a motion to accept the budget as presented, seconded by Squire Wells, motion carried.

**Budget of
Falmouth Pendleton Co. Airport Board
July 1, 2009 - June 30, 2010**

Budget Summary	
Revenues	
Taxes (all categories)	\$0
Permits and Licenses	\$0
Payments in Lieu of Taxes	\$0
Intergovernmental Revenues	\$145,684
Charges for Services	\$73,000
Other Revenues	\$0
Interest Earned	\$0
Total Revenues	\$218,684
Receipts and cash	
Carryover from Prior Fiscal Year	\$15,000
Bonded Debt, Public Corporation & G.O.	\$0
Transfers to Other Funds	\$0
Transfers from Other Funds	\$0
Borrowed Money (all short term/single year)	\$0
Governmental Leasing Act	\$0
All Other Borrowed Money	\$0
Total Receipts and Cash	\$15,000
Total Available (sum of Total Receipts, Cash & Total Revenues)	\$233,684
Appropriations	
Personnel	\$0
Operations	\$57,210
Administration & Reserves	\$18,986
Capital Outlay	\$153,088
Debt Service	\$4,400
Total Appropriations	\$233,684

Cover Page

	Actual FY 2007-2008	Budget FY 2008-09	Estimate FY 2009-10
Revenues			
1. Taxes			
1A. Real Property Taxes			
1B. Tangible Personal Property (not vehicles)			
1C. Motor Vehicles			
1D. Delinquent Taxes			
1E. Other Tax (define)			
2. Permits and Licenses			
2A. (define)			
2B. (define)			
3. In Lieu of Tax Payments			
3A. (define)			
4. Intergovernmental Revenues			
4A. From Federal Government	\$200,815	\$97,580	\$95,649
4B. From State Government	\$96,446	\$49,463	\$37,517
4C. From County Government	\$2,692	\$10,000	\$6,259
4D. From City Government	\$2,692	\$2,308	\$6,259
4E. From Other Districts			
4F. Other (define)			

	Actual FY 2007-2008	Budget FY 2008-09	Estimate FY 2009-10
5. Charges for Services			
5A. Service Charges			
5B. User Fees			
5C. Rental Income	\$17,519	\$18,885	\$18,000
5D. Special Assessments			
5E. Other (define) Fuel Sales	\$45,082	\$80,473	\$55,000
5F. Other (define)			
6. Other Revenues			
6A. (define)			
6B. (define)			
6C. (define)			
6D. (define)			
7. Interest Earned			
7A. (define)			
7B. (define)			
Total Revenues	\$365,246	\$236,689	\$218,684
8. Cash, Borrowed Money, & Transfers			
8A. Cash Balance, July 1	\$15,202	\$39,127	\$15,000
8B. Tax Anticipation Note			
8C. Bond Sale Proceeds			

3 of 8

	Actual FY 2007-2008	Budget FY 2008-09	Estimate FY 2009-10
Cash, Borrowed Money, & Transfers (continued)			
8D. Cash Transfers to Other Funds			
8E. Cash Transfers from Other Funds			
8F. Borrowed Money (short term/single year)			
8G. Governmental Leasing Act Proceeds			
8H. Loan(s) from Other Governments			
Total Cash, Borrowed Money, & Transfers	\$15,202	\$39,127	\$15,000
Total Available (Revenues, Cash, Borrowed Money & Transfers)	\$380,448	\$275,816	\$233,684
Appropriations			
9. Personnel			
9A. Salaries and Wages (Gross)			
9B. Per Diem (Lump Expense Allowance)			
9C. Health (Medical) Insurance			
9D. FICA (Social Security)			
9E. Worker's Compensation			
9F. Unemployment Insurance			
9G. Pensions (Retirement)			
9H. Other Fringe (define)			

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	Actual FY 2007-2008	Budget FY 2008-09	Estimate FY 2009-10
<u>Personnel (continued)</u>			
9I. Other Fringe (define)			
Total, Personnel	\$0	\$0	\$0
10. Operating Expense			
<u>Contracted Services (sub-category)</u>			
10A. Advertising and Printing	\$0		\$200
10B. Professional Services (defined by K.R.S. 45A.380 (3))	\$91,162		\$2,000
10C. Maintenance and Repairs	\$11,272	\$3,263	\$5,000
10D. Utilities (includes telephone)	\$3,947	\$4,806	\$5,200
10E. Rents and Leases	\$3,158	\$2,915	\$3,000
10F. Insurance and Bonds	\$3,501	\$3,471	\$3,750
10G. Other Contract (define) __KY UST FUND__	\$60	\$60	\$60
10H. Other Contract (define): RNWY crack seal & seal coat		47,041	
10I. Other Operating (define)			
Subtotal Contracted Services	\$113,100	\$61,356	\$19,210
<u>Materials and Supplies (sub-category)</u>			
10J. Materials			
10K. Supplies			
Subtotal Materials and Supplies	\$0	\$0	\$0

5 of 8

	Actual FY 2007-2008	Budget FY 2008-09	Estimate FY 2009-10
<u>Other Operating Expense (sub-category)</u>			
10L. Other Operating (define) __Fuel for resale	\$46,756	\$41,821	\$38,000
10M. Other Operating (define)			
Subtotal Other Operating Expense	\$46,756	\$41,821	\$38,000
Total, Operating Expenses	\$159,856	\$103,177	\$57,210
11. Administration			
11A. Dues and Subscriptions	\$400		\$400
11B. Travel and Training	\$600		\$600
11C. Court Judgements			
11D. Grants and Donations			
11E. Reserve for Transfer (no expenditures from this account)			\$17,986
11F. Other (define)			
Total Administration	\$1,000	\$0	\$18,986
12. Capital Outlay			
12A. Land			
12B. Land Improvement			\$10,000
12C. Building Construction			
12D. Building Improvement	\$2,100	\$4,102	\$1,000
12E. Furniture and Fixtures		\$1,410	\$1,000
12F. Equipment	\$243		

6 of 8

	Actual FY 2007-2008	Budget FY 2008-09	Estimate FY 2009-10
Capital Outlay(continued)			
12G. Vehicles			
12H. Other: Runway Safety Area Improvements	\$211,383		
12J. Other: AWOS & ramp rehab project		\$102,695	\$141,088
Total Capital Outlay	\$213,726	\$108,207	\$153,088
13. Debt Service			
13A. Short Term Debt Principal			
13B. Short Term Debt Interest			
13C. Loan Principal, Other Governments	\$8,000		\$4,000
13D. Loan Interest, Other Governments	\$1,040		\$400
13E. Public Properties Corporation & G.O. Bonds Principal			
13F. Public Properties Corporation & G.O. Bonds Interest			
13G. Governmental Leasing Act Principal			
13H. Governmental Leasing Act Interest			
Total Debt Service	\$9,040	\$0	\$4,400
GRAND TOTAL ALL APPROPRIATIONS	\$383,622	\$211,384	\$233,684

7 of 8

This budget is true and accurate to the best of my knowledge and belief.

Signed 

District Chief Financial Officer

(Date) 6/25/2009 email db@mediablog.com

Received by _____ County

(Signed) _____ County Fiscal Court Clerk

(Date) _____

Received by the Department for Local Government (date) _____

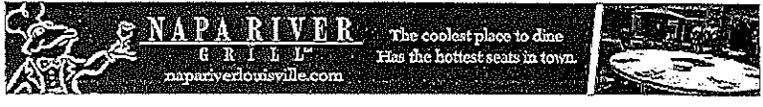
District mailing address: (Street or P O Box): 400 Gene Snyder Drive (City & zip code): Falmouth, KY 41040
--

In Re: Rumpke Agreement dealing with Auto Fluff

Squire Wells gave the court copies of a letter from the Host Agreement Attorney and a copy of an article from the Courier Journal regarding landfills and what the state considers "alternative daily cover." Based on the information in this letter County Attorney Dean suggested that the court go into closed session to discuss Rumpke's position and proposal regarding the fees improperly paid to the county on autofluff used as alternative daily cover at the landfill, seconded by Squire Veirs, motion carried.

Squire Whaley made a motion to return to open session, seconded by Squire Fogle, motion carried. County Attorney Jeff Dean stated that the Fiscal Court was in closed session to discuss possible litigation, no action taken.

Squire Wells stated that the Host Agreement requires payment for all solid waste deposited in the landfill; he feels that Autofluff is solid waste and is subject to the requirements of the Host Agreement. Squire Wells made a motion based on the statements above to reject the offer presented by Rumpke in their letter of July 2, 2009 and expects payment as provided in the Host Agreement, seconded by Squire Fogle.



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LANDFILLS
Progress slow on old dump cleanup

BY JAMES BRUGGERS • JBRUGGERS@COURIER-JOURNAL.COM • JUNE 28, 2009

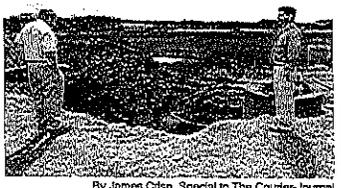
After a surge of activity fueled by a \$25-million bond issue, a Kentucky program to assess and make safe hundreds of old dumps has settled into a much slower pace — fixing just one or two a year.

That's in part because now that the initial bond money is spent, the state Division of Waste Management is limited by law to spending no more than \$2.5-million a year remediating the old dumps, officials said.

At that pace, it could take well over a century to work through the inventory of 600 "orphan" or "historic" landfills that predate modern environmental standards, according to state officials' own accounting.

"Certainly they need to be addressed," said Tony Hatton, director of the Kentucky Division of Waste Management, who acknowledged, "When you talk about over 100 years, it sounds like a long, long time."

But while critics say the state has exacerbated the problem by raiding millions of dollars from the cleanup



By James Crisp, Special to The Courier-Journal
 Billy Yamell, left, of the Kentucky Division of Waste Management, and Clark County Judge-Executive Henry Brannham talked about work at an old landfill in Winchester.

http://www.courier-journal.com/apps/pbcs.dll/article?AID=2009306280002 7/6/2009

fund to help balance state budgets, Hatton said those diversions have been inconsequential. Much of the money was taken at the start of the program before the agency was ready to spend any, he said, and now there's the annual spending cap.

"At the end of the day, while it would be nice to have all the money I haven't seen it affecting us," he said.

The General Assembly established the Kentucky Pride Fund in 2002, requiring companies that send waste to landfills to pay a fee of \$1.75 per ton. That created a stream of money to help pay for several programs, including remediating dumps that predate environmental regulations, removing trash from open dumps and helping communities with recycling. It raised \$11.3-million last year.

Seven years after the bill became law, the state has completed work on nine of the historic dumps in seven counties, spending nearly \$30-million. One in Winchester will save Clark County as much as \$12,000 a month — money it had been spending to haul seepage water to a treatment plant. When work is completed later this year, the polluted water will be sent through a newly constructed wetland, where it will be treated naturally.

"We were so glad when the state moved this project forward," said Clark County Judge-Executive Henry Brannham during a tour of the project. "We are strapped to meet our budget. It helps being able to plan on this."

And Richmond City Manager David Evans said he looks forward to saving \$33,000 a month — the cost of two to three trucks per day hauling landfill seepage — after a \$1.2-million pipeline from the old Richmond dump to the sewer system is completed later this year.

"Any savings we have, that's tremendous," he said. "That means money available for other needs."

There's active construction at two other sites, with work planned at four more in the next two years, said Billy Yamell, who oversees the program for the Division of Waste Management.

An additional 150 dumps have been given a preliminary assessment — meaning officials have made sure they know where the dumps are, checked property ownership records, and completed a cursory review of any nearby water or wells.

However, there remain hundreds more that state officials know little about — including about three dozen in Jefferson, Bullitt and Oldham counties.

There's not enough funding to even initially assess the vast majority of those any time soon, Yamell acknowledged.

Louisville officials say they are not concerned about the 23 in Jefferson County. "It doesn't appear from our records that any of the old landfills are in significant disrepair that would require immediate attention," said

PHOTO GALLERIES
 Orphan Dumps

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Kerri Richardson, spokeswoman for Mayor Jerry Abramson.

State officials agree but acknowledge they can't be certain because they don't know for sure what materials were dumped. In some cases, Yarnell said, officials don't even know a dump's precise location because records are incomplete or predate the creation of state environmental agencies.

For example, one in Jefferson County is simply identified as "Kessler's Sand Pit," with no known location. It's that mystery that worries some.

"Some of these may not be problematic at all," said Linda Fountain, the part-time solid waste coordinator for Oldham County, which has five sites on the historic dump list. "But some of them, they might be. It would be nice to know."

Tom FitzGerald, director of the Kentucky Resources Council, helped draft the bill that created the Kentucky Pride Fund, and he credits state officials with making progress. But he said he will encourage the General Assembly next year to review whether its funding levels are adequate.

"While they (state officials) have addressed the ones they believe are the greatest risk, until you do full characterization on the remaining sites, you don't know what other priority sites might be out there," he said. "This is a state where some 30 percent of Kentuckians derive their drinking water from groundwater sources. Protecting that water supply, as well as protecting the health and safety of people living near these landfills, should be a priority."

FitzGerald also said the program "has been delayed and has been thwarted" by budget diversions.

The General Assembly has diverted \$21.8 million from the Kentucky Pride Fund since 2007. And the Energy and Environment Cabinet last year approved another \$800,000 internal transfer of money from the fund.

Grant County Solid Waste Management District officials said the state is also missing out on millions of dollars of potential revenue through a cabinet policy that exempts certain types of waste from the \$1.75 per ton fee.

At issue is what the state considers "alternative daily cover." Landfill operators are required to spread a layer of dirt, or throw down a plastic tarp, at the end of every day. At some landfills, the operators are allowed to use waste products for that layer. That includes a landfill in Grant County owned and operated by Republic Services Inc.

"It's a waste material from the paper pulping process," said Bryan Miles, the Grant County solid waste coordinator and enforcement officer. "Once it hits the landfill, magically, mystically, it's no longer (considered) waste. It's now what they call recycled-recovered material."

Because of that definition, Grant County between 2003 and 2009 lost \$650,000 in fees from Republic, said David Schmitt, an attorney and chairman of the Grant County waste board. Statewide, he claims, the Kentucky Pride Fund is being shorted \$1 million to \$2 million per year.

But Peg Mulvey, a Republic spokeswoman, disagreed, saying the material is "not waste." It's not just dumped. It's spread out.

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7/6/2009

And she noted that Republic pays the state of Kentucky about \$4 million in disposal fees. "It's not like we aren't paying our fair share," she said.

Hatton said the decision to classify the waste as alternative daily fill was made solely on whether it met a technical definition.

And overall, Hatton said, the program is meeting its objectives and has been spending the \$2.5 million per year on the historic landfills.

"I feel like with the universe of sites we have, we did a pretty good job of picking out the more serious ones first," he said.

He declined to speculate on whether his agency will press for additional spending authority next year.

"At this point in time, it is too premature to comment on next year's legislative priorities."

Reporter James Bruggers can be reached at (502) 582-4645.

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7/6/2009

In RE: Approve signing of contract with Pendleton EMS to Provide Ambulance Service for FY 2010

Judge Bertram presented a copy of the Ambulance Service Contract between Pendleton County and Pendleton County EMS for Fiscal Year 2009-2010. Squire Whaley made a motion to approve the contract as presented, seconded by Squire Wells, motion carried.

**PENDLETON COUNTY
AMBULANCE SERVICE CONTRACT
(2009-2010)**

WHEREAS, Pendleton County Fiscal Court is desirous of securing ambulance service for all residents of Pendleton County, Kentucky; and

WHEREAS, Pendleton County Fiscal Court has examined proposals from bidders at its meeting of June 9, 2009 and has determined that the proposal of Pendleton County E.M.S., Inc., is the best-evaluated proposal for the services desired by Pendleton County Fiscal Court, and has awarded the contract to said bidder; and

WHEREAS, Upon review of the bids, the Court has also determined that Option II in the Bid Specs will be of a greater benefit to the county citizens, thus Option II of the Bid Specs was chosen and approved by the Court. Option II requires the Service to provide 2 full time BLS (4 EMTs) crews for the first three (3) months of the contract and 2 full time ALS (2 EMTs/2 Paramedics) crews for the balance of the contract.

NOW, THEREFORE, for and in consideration of the promises, covenants, and agreements hereinafter expressed, Pendleton County Fiscal Court (hereinafter referred to as "County") and Pendleton County E.M.S., Inc. (hereinafter referred to as "Service") agree as follows:

Personnel and Performance

1. Service agrees to provide personnel who will have licenses conforming to all State and Federal regulations for their operation of two fulltime, twenty-four (24) hour "emergency" and "transport" ambulance services for all persons needful of the same in Pendleton County. The Service agrees to provide 2 fulltime BLS (4 EMTs) crews from 12:01 AM, August 1, 2009 until midnight October 31, 2009 and 2 fulltime ALS (2 EMTs/2 Paramedics) crews from 12:01 AM, November 1, 2009 until end of contract date, midnight July 31, 2010. A continuing good faith effort will be made to hire Pendleton County residents for these purposes, although it is understood that qualified persons may be limited in number and that there shall be no duty to displace a working nonresident with a qualified resident.
2. Under no circumstances shall Service hire, retain, or employ an individual who qualifies as a "felony offender" under KRS 17.167. Any application for employment with Service shall comply with and Service shall comply with the terms of KRS 17.167.
3. All such services shall be performed in a professional and diligent manner.

Equipment

4. County will provide all necessary equipment, supplies and housing quarters for Service employees during work hours.
5. County hereby leases the following vehicles to the Service, for the sole purpose of using such vehicles as ambulances in service to the residents of Pendleton County pursuant to this contract, for the sum of One (\$1.00) Dollar per year, to wit:

<u>Make</u>	<u>Year</u>	<u>Model</u>	<u>VIN</u>	<u>Insured Amount</u>
Chevrolet	2007	C4V	1GBE4V1907F423399	A.C. V.
Ford	2003	E450	1FDXEHSF63HA90356	A.C. V.
Ford	1996	N	1FDJS34F6THB52221	A.C. V.

Notwithstanding the fact that said vehicles are leased to the Service for the term of this contract, the title to the vehicles shall remain in the name of the Court, and the Court shall be responsible for registration of the vehicles as required by KRS 186.

Insurance

6. Comprehensive and Collision. Service shall be responsible for maintaining comprehensive and collision insurance on the vehicles listed above with a good and sufficient insurance company authorized to do business in the Commonwealth based on the Actual Cash Value basis of each vehicle, with a One Thousand (\$1,000.00) Dollar deductible. The Court shall be the protected party and "Loss Payee" under the policy. Service shall insure that the Court receives a Certificate of Insurance from the company and a copy of the insurance policy. County shall in normal circumstances absorb the loss of the deductible; however, it reserves the right to pursue the party responsible for the loss for reimbursement, including any employee of Service who may be responsible for such loss.
7. Automobile Liability. Service shall be responsible for maintaining automobile liability insurance on the vehicles listed above in the amount of One Million (\$1,000,000.00) Dollars, combined single limit, plus a requirement of a One Million (\$1,000,000.00) Dollar umbrella policy with the same or a separate insurer. The insurance shall be held in the name of the Service with the Court listed with and carried by the company as an additional insured. Service shall insure that the court receives a Certificate of Insurance from the company and a copy of the insurance policy.
8. General Liability. Service shall be responsible for maintaining general liability insurance in the amount of One Million (\$1,000,000.00) Dollars per person and per occurrence, plus a requirement of a One Million

(\$1,000,000.00) Dollar umbrella policy with the same or a separate insurer. The Court will be listed and carried as an additional insured. Service shall insure that the Court receives a Certificate of Insurance from the company and a copy of the insurance policy.

9. Workers Compensation, Unemployment Insurance, etc. Service shall insure that all employees are covered by workers compensation, unemployment insurance, and any other such coverage as may be required by and in accordance with local, state or Federal law or regulations.

Billing

10. Service will tender timely information either to the County or to its designated representative for the preparation of ultimate billing to insurance carriers, government agencies, or other persons responsible for payment of the services. Service will prepare such forms as may be provided by County and make a reasonable and good faith effort to acquire information that will facilitate billing and collection following the service.

Contract Amount

11. For the two ELS fulltime crews for the first three (3) months of the contract at \$49,083.33 per month and for two ALS fulltime crews for the remaining nine (9) months of the contract at \$71,226.11 per month, the County will pay the Service the total yearly contract sum of \$788,915.00. Each monthly payment shall be paid in advance of the service being provided.

Various Specific Duties

12. Consistent with other terms of this contract the Court agrees; to provide adequate equipment and supplies for the ambulances and crew during the work shift, to provide dispatch services, telephone, etc.; to provide necessary and adequate liability insurance, but only to protect the County and its appointed or elected officials; and to provide all other reasonably necessary goods or services necessary to the proper operations of and emergency and transport ambulance service; it is anticipated that the Service shall be considered the employer of the ambulance attendants and personnel. Service shall have the responsibility to maintain mileage and trip logs for each ambulance and to insure that the vehicles are properly used and routinely maintained. Actual cost of maintenance is to be the expense of the Fiscal Court.
13. Service shall make available to the County its financial books as the same relates to the Pendleton County ambulance operation for inspection at reasonable times and the same will be subject to audit by the County.

Length of Contract

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14. It is intended by the parties hereto that this contract for ambulance service shall be in full force and comply with all aspects of this contract from the signing hereof and service as provided herein shall begin at 12:01 AM, August 1, 2009 and ending midnight July 31, 2010, subject to termination by agreement or for good cause or as set out herein below.

Miscellaneous

15. It is understood and agreed by the parties hereto that this contract represents the full understanding between the parties hereto and that no oral representation or other writings have been made or entered into, that this document represents the full agreement between all parties signatory; and disputes arising out of the operation or construction of this contract shall be subject to construction, interpretation, and enforcement by Courts of Pendleton County, Kentucky, in which county it shall be deemed to have been concluded.
16. A copy of Service's bid of \$788,915.00 is attached hereto and made a part hereof; should the same call for additional duties the same shall be required of Service as if set out herein. In addition, resort to same may be had where clarification is needed.
17. Service will, at the county's premium expense, post a bond in the amount of the advanced monthly payment as set forth in paragraph # 11.

Indemnification

18. Each party agrees to indemnify and hold the other party harmless against any and all claims of whatever kind that may arise as a result of their respective duties under this Contract. In addition, the indemnifying party shall be responsible for paying the costs of defending the indemnified party, including reasonable attorneys' fees incurred by the indemnified party.

Independent Contractor

19. The parties enter this Contract acknowledging that the nature of the relationship between them shall be that of an independent contract. Service and its employees shall not be considered to be employees of the County, nor shall this Contract be construed as creating a joint venture, partnership, or any other legal relationship. Since the County is to cover the cost of equipment and supplies as outline herein in this contract, any purchases made by the contractor shall be accompanied by a purchase order and all purchase orders over one hundred (\$100.00) dollars shall be signed by the County Judge/Executive as outlined in the county's Administrative Code.

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Mutual Aid

20. The Service shall provide "Mutual Aid Response" to any and all ambulance service providers in and around Pendleton County.

Termination With Cause

21. In the event either party engages in an act or omission constituting a material breach of any term of this contract, the non-breaching party may terminate the contract pursuant to the following procedure:
A. The non-breaching party will provide the breaching party with the nature of the breach.
B. The breaching party will have no more than twenty (20) days following the receipt of notice in which to remedy the breach.
C. If the breaching party fails to take corrective action within the twenty (20) day period, the non-breaching party may terminate this Contract upon thirty (30) days written notice.

PENDLETON COUNTY FISCAL COURT
(County)

PENDLETON COUNTY E.M.S., INC.
(Service)

BY: _____
HENRY W. BERTRAM
Pendleton County Judge/Executive
Pendleton County, Kentucky

BY: _____
PHILLIP HART

Attest: _____
Fiscal Court Clerk

Attest: _____
Fiscal Court Clerk

Date: _____

Date: _____

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In Re: Second Reading of Road Destruction/Weight Limit Ordinance Amendment

Judge Bertram read Ordinance 520.1 Road Destruction/Weight Limit Ordinance Amendment. Squire Whaley made a motion to accept this as the second reading of this Ordinance which will become effective upon publication, seconded by Squire Fogle, motion carried.

**ORDINANCE 520.1
ROAD DESTRUCTION/WEIGHT LIMIT ORDINANCE
AMENDMENT**

AN ORDINANCE AMENDING THE ROAD DESTRUCTION/WEIGHT LIMIT ORDAINING #520.0 AND SPECIFICALLY SECTION 3, 6 AND 7 DEALING WITH DEBRIS, VIOLATIONS AND COMPENSATION ON A COUNTY ROAD.

WHEREAS, the Pendleton County Road Department has been experiencing a great deal of debris being placed or being allowed to be placed on county roads, and

WHEREAS, such debris causes grave safety issues with the traveling public and inadvertently causes damage to our county roads, and

WHEREAS, the Fiscal Court wishes to further address the issue on debris on county roads, and

WHEREAS, since an ordinance already exist, the Fiscal Court feels it only necessary to amend the Road Destruction Weight Limit Ordinance #520.0.

NOW THEREFORE, BE IT ORDAINED THAT THE PENDLETON COUNTY FISCAL COURT WISHES TO AMEND THE LANGUAGE IN SECTION 3 (Debris), SECTION 6 (Violations) and SECTION 7 (Compensation) OF THE ROAD DESTRUCTION/WEIGHT LIMIT ORDINANCE WHICH READS AS FOLLOWS:

SECTION 3

Debris

No vehicle shall be allowed to deposit, spread or convey any type of debris on a county maintained road where each material creates a hazardous condition for the driving public as determined by the county road supervisor or by any law enforcement officer having jurisdiction.

SECTION 6

Violations

Any person, organization or business who violates any part of this Ordinance shall be fined not less than One Hundred (\$100.00) Dollars nor more than Five Hundred (\$500.00) Dollars, or be sentenced to no more than Ninety (90) days in jail, or both fines and incarceration; each separate violation or each day that a violation exists shall be separate offense.

SECTION 7

Compensation

In addition to any fines or other penalty levied, any person, organization or business that violates any part of this Ordinance and such violation results in the Premature Destruction of a County Maintained Road, shall be fully and completely responsible for the repairs and/or reconstruction of any such damaged road. Such repairs and/or reconstruction shall meet the approval of the Pendleton County Fiscal court.

AMENDED TO NOW READ AS FOLLOWS:

SECTION 3

Debris

No vehicle, property owner, person and/or persons shall be allowed to deposit, spread, convey, or discharge any type of debris or foreign material onto the surface of a County Maintained Road where such material deteriorates the road or creates a hazardous condition for the driving public as determined by the county road supervisor or by any law enforcement officer having jurisdiction."

SECTION 6

Violations

Any person, organization or business who violates any part of this Ordinance shall be fined not less than One Hundred (\$100.00) Dollars nor more than Five Hundred (\$500.00) Dollars, or be sentenced to no more that Ninety (90) days in jail, or both fines and incarceration; each separate violation or each day that a violation exists shall be separate offense.

Compensation

In addition to any fines or other penalty levied, any person, organization or business that violates any part of this Ordinance and such violation results in the Premature Destruction of a County Maintained Road or Hazardous Road Conditions, shall be fully and completely responsible for the repairs and/or reconstruction of any such damaged road or damage to any property or persons as a result of Hazardous Road Conditions. Any such repairs and/or reconstruction shall meet the approval of the Pendleton County Fiscal Court.

This ordinance shall become effective upon passage and publication.

GIVEN FIRST READING AND ORDERED PUBLISHED BY THE PENDLETON COUNTY FISCAL COURT ON THIS THE 23 DAY OF JUNE 2009.

APPROVED BY THE PENDLETON COUNTY FISCAL COURT AND ORDERED RECORDED ON THIS DAY OF 2009.

ATTEST:

Henry W. Bertram
Pendleton County Judge Executive

Vicky King
Pendleton County Fiscal Court Clerk

First reading: 6-23-2009

Second reading: 7-14-2009

Passage:

Publication:

Publish July 7, 2009

In Re: Second Reading of Ambulance Taxing District Ordinance Amendment

Judge Bertram read Ordinance 351.1 Ambulance Taxing District Ordinance Amendment. Squire Veirs made a motion to accept this as the second reading of this Ordinance which will become effective upon publication, seconded by Squire Fogle, motion carried.

ORDINANCE 351.1
AMBULANCE TAXING DISTRICT ORDINANCE
AMENDMENT

AN ORDINANCE OF AND BY THE PENDLETON COUNTY FISCAL COURT AMENDING THE AMBULANCE TAXING DISTRICT ORDINANCE #351.0, AND SPECIFICALLY SECTION IV AND SECTION VI DEALING WITH APPOINTMENTS TO THE AMBULANCE DISTRICT BOARD.

WHEREAS, it has been brought to the attention of the Fiscal Court that the Ambulance Taxing District Ordinance was created with some misinterpretation of KRS. 108.110 in the way the board is to be appointed, and

WHEREAS, the Fiscal Court has been advised by the Pendleton County Attorney, the staff attorney for the Department for Local Government and an Attorney General's Opinion of the need to correct Ordinance #351.0 and specifically Section IV, and

WHEREAS, the Fiscal Court, in order to comply with the Kentucky Revised Statute, wish to make all corrections to the Ambulance Taxing District Ordinance #351.0.

NOW THEREFORE, BE IT ORDAINED by the Pendleton County Fiscal Court that it change the language in Section IV and Section VI of the Ambulance Taxing District Ordinance #351.0

FROM the following language:

SECTION IV

"The Special Ambulance Taxing District" shall be comprised of six (6) members; three (3) members from the County of Pendleton, two (2) members from the City of Falmouth and one (1) member from the City of Butler, as defined pursuant to KRS 108.110 (1) (b) (d). Pursuant to KRS 108.110 (2) each member shall reside within the district and within the county or city of which he or she was appointed to serve.

SECTION VI

The Special Ambulance Taxing District Board shall meet no less than one (1) meeting per month and shall appoint at its first meeting a Chairman, Vice Chairman, Secretary and Treasurer. By-Laws and protocol for conducting board meetings shall be developed and approved as soon as possible after the first meeting and shall comply with all sections of

KRS 108.110. The Ambulance District Board shall provide a bond for all board members as provided by law.

TO the following language:

SECTION IV

"The Special Ambulance Taxing District" shall be comprised of three (3) members each of which is to be appointed by the County Judge/Executive with the approval of the Fiscal Court. Pursuant to KRS. 108.110 (2), each member shall reside within the district and within the county from which he or she was appointed.

SECTION VI

The Special Ambulance Taxing District Board shall meet no less than one (1) meeting per month and shall appoint at its first meeting a Chairman, Vice Chairman and Secretary/Treasurer. By-Laws and protocol for conducting board meetings shall be developed and approved as soon as possible after the first meeting and shall comply with all sections of KRS 108.110. The Ambulance District Board shall provide a bond for all board members as provided by law.

THIS ORDINANCE AMENDMENT SHALL BE IN FULL FORCE AND EFFECTIVE UPON PASSAGE, PUBLICATION, AND RECORDING, ACCORDING TO LAW.

Executive Attest:

Henry W. Bertram
Pendleton County Judge Executive

Vicky King
Pendleton County Fiscal Court Clerk

First Reading: 6-23-2009

Second Reading: 7-14-2009

Passage: _____

Publication: _____

Publish July 7, 2009

In Re: Appointment of Members to the Ambulance Taxing Board

Squire Wells made a motion to appoint Terry Logan and Herman Schack to two (2) year terms on the Ambulance Taxing Board and Donna Wood to a one (1) year term, motion seconded by Squire Veirs, carried.

In Re: Appointments to the Recreation Commission

Squire Wells made a motion to reappoint Jeff Aulick and Ann Higgins to the recreation commission, motion seconded by Squire Veirs, carried.

In Re: Approve 911 Funding Assistance Request Letters

Judge Bertram presented the court with a draft copy of letter requesting funding for the operations of the 911 center from the City of Falmouth and the City of Butler based on the population of those two cities as outlined in the 911 Agreement between the three governing bodies.

Squire Veirs made a motion to approve the sending of this letter, seconded by Squire Fogle, motion carried.

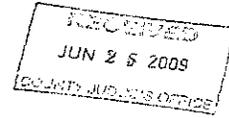
In Re: Approve Contract with Three Rivers Health District to Provide Services

Squire Whaley made a motion to approve the signing of a contract with Three Rivers Health District to Provide Services, seconded by Squire Veirs, motion carried.

**THREE RIVERS DISTRICT HEALTH DEPARTMENT
510 South Main
Owenton, KY 40359
(502) 484-3412**

June 16, 2009

Judge Henry Bertram
Pendleton County Fiscal Court
Courthouse Room 4
233 Main Street
Falmouth, KY 41040



Dear Judge Bertram:

Please find enclosed two copies of the current fiscal year 2009-2010 Service Agreements. *Please sign both copies and return one copy in the enclosed return envelope addressed to the attention of Michelle Wilburn.* Additionally, copies of the health department voucher for services form and information regarding the vaccines are enclosed.

- Services provided at the health department require a voucher to be presented by the employee from their respective agency at the time of service(s).
- If an employee presents for a service without a TRDHD voucher for services from their employer, the service(s) may be declined.

Three Rivers District Health Department will administer the contracted services at your agency, another designated site, or employees may go to the local health department.

- To schedule the off-site services, please contact Denise Bingham or Debbie Jones at (502) 484-3412.
- For employees who will be presenting at the health department for services, please contact the local health department in your county; Carroll Co. (502) 732-6641, Gallatin Co. (859) 567-2844, Owen Co. (502) 484-5736, Pendleton Co. (859) 654-6985.
- For questions about the Agreement, please contact Michelle Wilburn or Amy Young at (502) 484-3412.

A Health Insurance Portability and Accountability Act (HIPAA) approved Business Associate Agreement is on file with the health department for your agency.

Also available will be post vaccination serologic testing for immunity following Hepatitis B vaccines. This will include a blood draw (Hepatitis B surface antigen) that will be sent to a contracted lab for actual testing. The service will be available for \$25.00 per employee. The post testing will be performed two (2) months after the third dose of Hepatitis B vaccine is administered.

Georgia E. Heise, DrPH
Public Health Director II

Amy Young, BS
Director of Administrative Services

Contract Code: 24

THIS CONTRACT, between Pendleton County Fiscal Court

(First Party) Courthouse, Room 4
233 Main Street
Falmouth, KY 41040

and

THREE RIVERS DISTRICT HEALTH DEPARTMENT
Health Department
510 S. Main Street
Owenton, KY 40359

is effective July 1, 2009 and ends June 30, 2010.

WITNESSETH THAT:

The Health Department agrees to perform the following services:

1. To administer any of the following: Hepatitis A vaccine, Hepatitis B vaccine, Tetanus-diphtheria (Td), FPD (Mantoux TB skin test) or any other services, to include flu shots, and rates agreed upon by both parties, to designated employees of the First Party;
2. To receive from the First Party a list of employees authorized for specific services or provide a completed Three Rivers District Voucher for Services form;
3. To provide informed consent forms for the above mentioned vaccines and tests and provide answers to all questions prior to administering the service;
4. To provide the agreed services at the Pendleton County Health Center or another designated site;
5. To document all medical information and with a signed release provide this information to the First Party;
6. To ensure confidentiality of all medical services provided;
7. To bill the First Party as follows:

Hepatitis A vaccine	\$ 60.00 per dose
Hepatitis B vaccine	60.00 per dose
Tetanus-diphtheria (Td)	35.00
Measles, Mumps, Rubella (MMR)	66.00
TB Assessment (no TB skin test)	20.00

1

The First Party agrees to abide by the rules and regulations regarding the confidentiality of personal medical records as mandated by the Health Insurance Portability and Accountability Act (42 USC 1320d) and set forth in federal regulations at 45 CFR Parts 160 and 164.

The First Party agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all implementing regulations and executive orders. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this contract on the basis of race, color, age, religion, sex, disability or national origin. This includes the provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this contract.

Section 601 of Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d), provides that no person shall "on the ground of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In 1974 the Supreme Court (Lau v. Nichols, 414 U.S. 563) interpreted regulations promulgated by the former Department of Health, Education and Welfare (HEW's predecessor), 45 CFR 80.3 (b) (2), to hold that Title VI prohibits conduct that has a disproportionate effect on **Limited English Proficient (LEP)** persons because such conduct constitutes national-origin discrimination. On August 11, 2000, **Executive Order 13166** was issued, "Improving Access to Services for Persons with Limited English Proficiency (LEP)."

3



Pendleton County Conservation District

BOARD OF SUPERVISORS
 LESLIE HERBST
 WILL C. BROWNING
 CHRIS M. ROBLES
 DEWEY PELUSO
 ROBERT M. JONES
 ROBERT F. McCLANAHAN
 EDWIN A. MONROE, III
 KAY WILLIAMS, Adm. Sec.

June 26, 2009

Pendleton County Judge Executive
 Honorable Henry W. Bertram
 233 Main Street
 Falmouth, Ky 41040

Dear Honorable Bertram:

The Pendleton County Conservation District has started the recertification process of Agricultural District #096-02. This district is located North-East of Falmouth on the Catawba, Ed Monroe and Kennedy Ridge Roads.

The landowners have until close of business on Friday, July 10th to complete their recertification survey and return to our office.

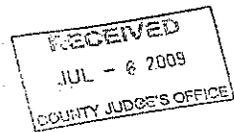
If you have any comments or questions, please contact us by July 10th, in writing.

I have enclosed a copy of the survey and district map for your information.

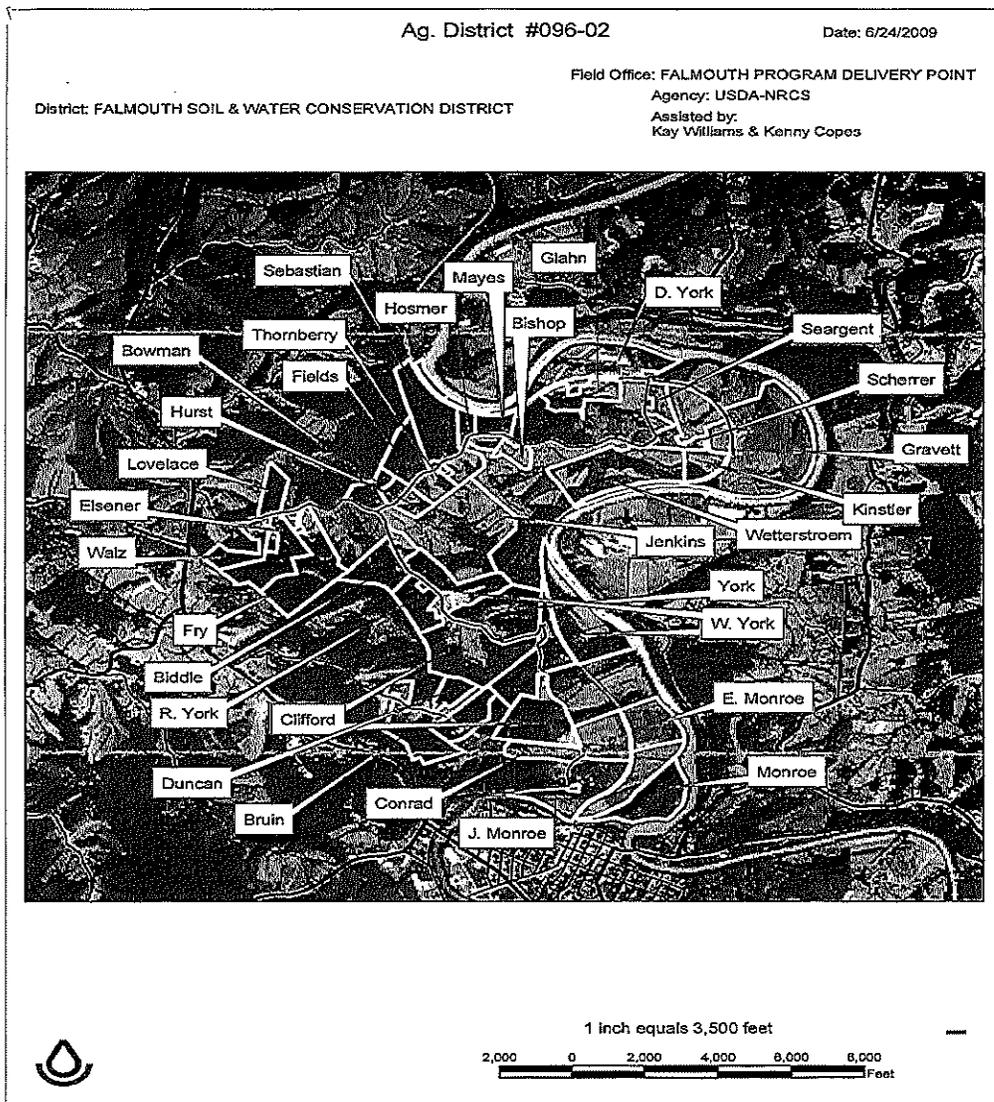
Sincerely,

Leslie Herbst
 Chairperson

LH/kw



400 Main Street - Falmouth, Kentucky 41040
 Phone 859.654.3376 - Fax 859.654.3375



AGRICULTURAL DISTRICT RECERTIFICATION SURVEY

Date: _____

Dear _____

The Pendleton County Conservation District is required by KRS 262.850 to review Agricultural Districts at the end of each 5-year certification period. Certified Agricultural District Number 096-02, of which your land is a part, is under review for recertification at this time.

In order for the Conservation District's Board of Supervisors to complete their review and make their recommendation to the Kentucky Soil and Water Conservation Commission, the following questions must be answered and this survey returned to our office by July 10th. If we do not receive this survey or verbal confirmation by this date, we will assume that you do not wish to continue participating in this program and we will remove your name and acreage from this Agricultural District.

Section to Be Completed by Landowner/s

- 1. Acres originally certified: _____
2. Do you still wish to participate in the Agricultural District? Yes ___ No ___
3. Have you completed an agriculture water quality plan for these acres in compliance with the Kentucky Agriculture Water Quality Act? Yes ___ No ___
* If no, Please contact this office for assistance in completing your agriculture water quality plan.
4. Does this office have your current mailing address? Yes ___ No ___
If no, please list it below in the space provided for changes.
5. Have there been any changes in land ownership, number of acres you own, or land use that may affect the continual participation of this land in the Agricultural District? Yes ___ No ___
* If yes, please list the changes below or on an attached piece of paper. If the boundaries of the land you wish to keep enrolled in this program have changed, please include a map depicting the new boundaries, or contact this office with enough information to allow us to create an accurate map. If you have acquired acreage that was not previously enrolled in this agricultural district and wish to include it, the amendment process will have to be followed. Contact this office for information.

Changes:

Acres you wish to be recertified: _____

Please sign below when all information above has been completed and appropriate changes have been listed or attached then return to the _____ County Conservation District office, 400 Main St. Falmouth, Ky 41040

Landowner _____

Spouse/Co-Owner (If Applies) _____

In Re: Approve Temporary Modifications to Covenants at Bluegrass Bio-Diesel Site

Judge Bertram presented the court with an Addendum to the Covenants of the Commonwealth Commerce Center for the benefit of Bluegrass Biodiesel, LLC. Squire Whaley made a motion to approve this addendum, seconded by Squire Veirs, motion carried.

ADDENDUM NUMBER 1
MODIFICATIONS OF THE PROTECTIVE COVENANTS OF THE COMMONWEALTH
COMMERCE CENTER FOR THE BENEFIT OF
BLUEGRASS BIODIESEL, LLC

It is hereby agreed by and between the Pendleton County Industrial Development Authority and the Pendleton County Fiscal Court that SECTION 4.07 C, shall hereinafter read as follows:

SECTION 4.07 C.

SECTION 4.07 C. is hereby modified to add the following language:

Bluegrass Biodiesel, LLC is granted a waiver until December 31, 2011 of the requirement to pave the parking areas with "asphalt, concrete or such other year round surface material." During this period, Bluegrass Biodiesel, LLC will use dense grade on all driveway and parking lot areas. During this period, unloading of incoming material and loading of outgoing finished product will occur at the front or south side of the building with the use of two identical truck load and unload stations directly in front and east of the over head door. During this period, and immediately thereafter, Bluegrass Biodiesel, LLC accepts responsibility for repairing the Commerce Center access road (as it relates to the Bluegrass Biodiesel, LLC property line) to Pendleton County Road Department specifications. Permanent permission is granted for load and unload stations to be located on the east side of the building as the load and unload stations will be seen from David Pribble Drive and shall conform to the previous requirements as set forth in Section 4.06 B.

The above addendum is approved by the Pendleton County Fiscal Court.

PENDLETON COUNTY FISCAL COURT

Date _____

By: Henry Bertram
Pendleton County Judge Executive

The above addendum is approved by the Pendleton County Industrial Development Authority, Inc.

PENDLETON COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY, INC.

Date _____

By: Jack Wright
Executive Director

Bluegrass Biodiesel, LLC hereby acknowledges it has received a copy of this addendum and agrees to abide thereby.

BLUEGRASS BIODIESEL, LLC

Date _____

By: James E. Johnson
Managing Member

In Re: Resolution Allowing Pendleton County Water Districts to use Right-Of-Way for the laying of Potable Water Lines

Judge Bertram presented the court with a resolution allowing the Pendleton County Water Districts, both Pendleton and East Pendleton the permission to use county right-of-way for the laying of potable water lines, if and when absolutely necessary for the deployment of water lines. Squire Veirs made a motion to approve this resolution, seconded by Squire Whaley, motion carried.

RESOLUTION

COUNTY OF PENDLETON KENTUCKY

A RESOLUTION OF AND BY THE PENDLETON COUNTY FISCAL COURT ALLOWING THE PENDLETON COUNTY WATER DISTRICTS, BOTH PENDLETON AND EAST PENDLETON, THE PERMISSION TO USE COUNTY RIGHT-OF-WAY FOR THE LAYING OF POTABLE WATER LINES, IF AND WHEN ABSOLUTELY NECESSARY FOR THE DEPLOYMENT OF WATER LINES.

WHEREAS, Pendleton and East Pendleton Water Districts are challenged with deployment of potable water to as many Pendleton County Citizens as possible, and

WHEREAS, It is the duty of the Districts, while in the deployment of the aforementioned lines, to seek private easement wherever and however possible, and

WHEREAS, there are times and locations where acquiring private easement are impossible or simply not feasible, and

WHEREAS, during such time that private easements are not able for the aforementioned reason be acquired, the Fiscal Court feels it is in the best interest of the county citizens to allow the county's right-of-way to be used by the District.

NOW THEREFORE, BE IT RESOLVED; that the Pendleton County Fiscal Court allows both water districts to use County right-of-ways for the purpose of placing potable water lines when it is not feasible or able to acquire an easement on private property. **Be it further resolved;** that both water districts must sign an attached indemnification agreement that will spell out the duties and responsibilities of both the County and both Districts.

Done this _____ day of _____, 2009 at a regular scheduled Pendleton County Fiscal Court meeting.

Henry W. Bertram
Pendleton County Judge Executive
Clerk

Vicky King
Pendleton County Fiscal Court

Date: _____

**PERPETUAL AND BLANKET
GENERAL RELEASE
AND INDEMNIFICATION AGREEMENT**

In consideration of the County of Pendleton's consent for purposes hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, on behalf of itself, its legal representatives, agents, successors, and assigns ("District"), hereby releases and discharges the County of Pendleton, Pendleton Fiscal Court, and/or any of its public officials or employees ("County"), a political subdivision (and its agents) of the Commonwealth of Kentucky, its or their respective agents, successors, assigns, officers, employees, guarantors, sureties, and insurers and any persons acting on its or their behalf, from any and all injuries, losses, damages, liabilities, defenses, claims, actions, causes of action, suits, debts, promises, demands, or agreements, of whatever nature of kind, known and unknown, whether based in law or in equity, including any claim for punitive or exemplary damages, that the District ever had or which may hereafter accrue arising out of, by reason of, or in any way related to the District's subsequent use of County real property, specifically any County roads and/or rights-of-ways involved in District's current extension and/or future expansion projects, it being expressly understood that acceptance of said consideration is in full accord and satisfaction of any disputed claim now or hereafter accruing related to the same.

District further agrees in consideration of the Resolution of the County authorizing encroachments upon and across County roads in the completion of the Water Main Extension projects, and in accordance therewith, as follows:

1. To minimize any damage to said roads and rights-of-way during construction and maintenance and, in any event, to take any and all reasonable measures to restore in a timely manner the same following construction or maintenance to essentially the same condition as existed before the construction or maintenance.
2. To minimize any inconvenience to the residents and traveling public as a result of and during the construction and maintenance of the waterline including compliance to any and all county ordinances.
3. To maintain a policy of liability insurance to protect third parties should personal injury or property damage occur as a result of the District's negligence, indemnify the Pendleton Fiscal Court in accordance herewith should any liability of the said Pendleton Fiscal Court, its agents or officers redound as a result of the District's negligent actions, and to present evidence to the said Pendleton Fiscal Court of such insurance when requested.
4. To ensure that any contractors or subcontractors engaged in construction or maintenance be so insured as anticipated by paragraph 3, and ensure responsibility to indemnify the Pendleton Fiscal Court all as set forth in paragraph 3.

5. To be responsible to the County for any costs of repair, damage, or the like, incurred by the County occasioned by District's use county roads, or rights-of-ways, provided that proximate cause is reasonably established, whether said damages and costs were reasonably foreseeable or not.

6. Furthermore, District hereby agrees to indemnify County against any claims brought against County by third parties arising out of the District or said third parties' use of said property.

7. This agreement may also be terminated upon thirty (30) day written notice by either party, should either party feel the agreement is not beneficial to its purpose.

GENERAL

The aforesaid and the purpose of this agreement is to fully indemnify and hold the County harmless from any and all expense, cost, or loss by virtue of District's use of such County property.

It is further understood that this agreement shall be perpetual in nature and application, applying whether with respect to original construction, periodic or continuous use, or subsequent encroachments for repair or otherwise; and shall apply to all other future incursions or encroachments by District upon County property, as authorized by subsequent resolution without the necessity of separate execution or ratification, the purpose hereof being to facilitate District's use, upon permission being granted, of County roads and rights-of-way, without a new and separate Indemnification Agreement being afforded or consummated.

Witness my hand as General Manager and Chief Executive Officer and on behalf of Pendleton County Water District pursuant to authority of the Board of Commissioners, this _____ day of _____, 2009.

William Jones
General Manager and
Chief Executive Officer

STATE OF KENTUCKY
COUNTY OF PENDLETON

Subscribed and sworn to before me by William Jones as General Manager and Chief Executive Officer of, and on behalf of Pendleton County Water District, pursuant to authority granted by the Board of Commissioners, on this the _____ day of _____, 2009.

My commission expires: _____

NOTARY PUBLIC

**PERPETUAL AND BLANKET
GENERAL RELEASE
AND INDEMNIFICATION AGREEMENT**

In consideration of the County of Pendleton's consent for purposes hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, on behalf of itself, its legal representatives, agents, successors, and assigns ("District"), hereby releases and discharges the County of Pendleton, Pendleton Fiscal Court, and/or any of its public officials or employees (County), a political subdivision (and its agents) of the Commonwealth of Kentucky, its or their respective agents, successors, assigns, officers, employees, guarantors, sureties, and insurers and any persons acting on its or their behalf, from any and all injuries, losses, damages, liabilities, defenses, claims, actions, causes of action, suits, debts, promises, demands, or agreements, of whatever nature of kind, known and unknown, whether based in law or in equity, including any claim for punitive or exemplary damages, that the District ever had or which may hereafter accrue arising out of, by reason of, or in any way related to the District's subsequent use of County real property, specifically any County roads and/or rights-of-ways involved in District's current extension and/or future expansion projects, it being expressly understood that acceptance of said consideration is in full accord and satisfaction of any disputed claim now or hereafter accruing related to the same.

District further agrees in consideration of the Resolution of the County authorizing encroachments upon and across County roads in the completion of the Water Main Extension Projects, and in accordance therewith, as follows:

1. To minimize any damage to said roads and rights-of-way during construction and maintenance and, in any event, to take any and all reasonable measures to restore in a timely manner the same following construction or maintenance to essentially the same condition as existed before the construction or maintenance.

2. To minimize any inconvenience to the residents and traveling public as a result of and during the construction and maintenance of the waterline including complicity to any and all county ordinances.

3. To maintain a policy of liability insurance to protect third parties should personal injury or property damage occur as a result of the District's negligence, indemnify the Pendleton Fiscal Court in accordance herewith should any liability of the said Pendleton Fiscal Court, its agents or officers redound as a result of the District's negligent actions, and to present evidence to the said Pendleton Fiscal Court of such insurance when requested.

4. To ensure that any contractors or subcontractors engaged in construction or maintenance be so insured as anticipated by paragraph 3, and assume responsibility to indemnify the Pendleton Fiscal Court all as set forth in paragraph 3.

5. To be responsible to the County for any costs of repair, damage, or the like, incurred by the County occasioned by District's use county roads, or rights-of-way, provided that proximate cause is reasonably established, whether said damages and costs were reasonably foreseeable or not.

6. Furthermore, District hereby agrees to indemnify County against any claims brought against County by third parties arising out of the District or said third parties' use of said property.

7. This agreement may also be terminated upon thirty (30) day written notice by either party, should either party feel the agreement is not beneficial to its purpose.

GENERAL

The aforesaid and the purpose of this agreement is to fully indemnify and hold the County harmless from any and all expense, cost, or loss by virtue of District's use of such County property.

It is further understood that this agreement shall be perpetual in nature and application, applying whether with respect to original construction, periodic or continuous use, or subsequent encroachments for repair or otherwise; and shall apply to all other future incursions or encroachments by District upon County property, as authorized by subsequent resolution without the necessity of separate execution or ratification, the purpose hereof being to facilitate District's use, upon permission being granted, of County roads and rights-of-way, without a new and separate indemnification Agreement being afforded or consummated.

Witness my hand as General Manager and Chief Executive Officer and on behalf of East Pendleton County Water District pursuant to authority of the Board of Commissioners, this _____ day of _____, 2009.

Wayno Lonaker
General Manager and
Chief Executive Officer

STATE OF KENTUCKY
COUNTY OF PENDLETON

Subscribed and sworn to before me by Wayne Lonaker as General Manager and Chief Executive Officer of, and on behalf of East Pendleton County Water District, pursuant to authority granted by the Board of Commissioners, on this the _____ day of _____, 2009.

My commission expires: _____

NOTARY PUBLIC

December Term, 14 TH Day, 14 TH Day of December, 2000

KIA has contributed four hundred thousand (\$400,000.00) to this project. The Water Companies will report back to the court with updates and easement information. This is for information purpose only, not action taken by the Fiscal Court at this time.

In Re: Resolution Concerning Water Line Project.

Judge Bertram reported that this resolution has been purposed for the allowance of crossing county roads and use of rights of way in and for the purpose of County Water Lines. Judge Bertram stated that it has become necessary to have an indemnification agreement for such projects. Pendleton County Attorney Don Wells read the pending indemnification agreement. The court discussed the agreement.

Deputy Court Clerk, Darlene Sorrell read to the court the resolution related to road crossings and use of rights of way for the Catawba Road project for Pendleton County Water District.

Whereupon Squire Wells made a motion to accept the resolution along with the indemnification agreement as presented and read, seconded by Squire Faulkner, carried.

Judge Bertram stated that the indemnification agreement will stand for all resolutions involving road crossings and use of rights of way of any county road.

Agreement and resolution presented, read and accepted recorded as follows:

**PENDLETON FISCAL COURT
PENDLETON COUNTY, KENTUCKY**

**RESOLUTION RELATED TO ROAD CROSSINGS
AND USE OF RIGHTS OF WAY
FOR THE CATAWBA ROAD PROJECT
OF PENDLETON COUNTY WATER DISTRICT**

WHEREAS, the Pendleton County Water District (District) is in the process of working with the East Pendleton Water District to bring potable water to areas of Pendleton County which have heretofore not had water, and

WHEREAS, the project is known for purposes hereof as the Catawba Road Water Main Extension Project, and

WHEREAS, it will be necessary or desirable to lay water transmission pipe along certain county roadways and to cross certain roadways from time to time, and

WHEREAS, the District has agreed to deliver to the Court an Indemnification Agreement which will insure that the roads will be minimally impacted and properly restored upon their being affected or used,

NOW THEREFORE, in consideration of the foregoing, BE IT RESOLVED by the Pendleton Fiscal Court as follows:

1. Pendleton County Water District shall properly adopt, have executed, and deliver to Pendleton Fiscal Court an appropriate Indemnification Agreement as referred to above.
2. Pendleton County Water District is granted the right to perpetual encroachment for the purposes of erection, construction, installation, and laying, and thereafter to use, operate, inspect, repair, maintain, replace, and remove water lines, meters, and other appurtenances thereunto pertaining, over, across and within the county road known as Catawba Road, and such other county roads as may be necessary for to the completion in due course of the Catawba waterline extension project in Pendleton County, Kentucky, together with the right of ingress and egress for such purposes.

Dated this 14th day of December, 2000.

Attest:

Wayno Lonaker
County Judge-Executive

Darlene Sorrell
Pendleton County Clerk

Copy to: Pendleton County Water District

December Term,

14 TH

Day, 14 TH

Day of December, 2000

PERPETUAL AND BLANKET
GENERAL RELEASE
AND
INDEMNIFICATION AGREEMENT

In consideration of the County of Pendleton's consent for purposes hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, on behalf of itself, its legal representatives, agents, successors, and assigns ("District"), hereby releases and discharges the County of Pendleton, Pendleton Fiscal Court, and/or any of its public officials or employees ("County"), a political subdivision (and its agents) of the Commonwealth of Kentucky, its or their respective agents, successors, assigns, officers, employees, guarantors, sureties, and insurers and any persons acting on its or their behalf, from any and all injuries, losses, damages, liabilities, defenses, claims, actions, causes of action, suits, debts, promises, demands, or agreements, of whatever nature of kind, known and unknown, whether based in law or in equity, including any claim for punitive or exemplary damages, that District ever had or which may hereafter accrue arising out of, by reason of, or in any way related to the District's subsequent use of County real property, specifically Catawba Road or any other County roads or rights of way involved in District's current extension and expansion project, it being expressly understood that acceptance of said consideration is in full accord and satisfaction of any disputed claim now or hereafter accruing related to the same.

District further agrees in consideration of the Resolution of the County authorizing encroachments upon and across Catawba Road and other County roads in the completion of the Catawba Road Water Main Extension Project, and in accordance therewith, as follows:

1. To minimize any damage to said roads and rights of way during construction and maintenance and, in any event, to take any and all reasonable measures to restore the same following construction or maintenance to essentially the same condition as existed before the construction or maintenance.
2. To minimize any inconvenience to the residents and traveling public as a result of and during the construction and maintenance of the waterline.
3. To maintain a policy of liability insurance to protect third parties should personal injury or property damage occur as a result of the District's negligence, indemnify the Pendleton Fiscal Court in accordance herewith should any liability of the said Pendleton Fiscal Court, its agents or officers redound as a result of the District's negligent actions, and to present evidence to the said Pendleton Fiscal Court of such insurance when requested.
4. To ensure that any contractors or subcontractors engaged in construction or maintenance be so insured as anticipated by paragraph 3, and assume responsibility to indemnify the Pendleton Fiscal Court all as set forth in paragraph 3.
5. To be responsible to the County for any costs of repair, damage, or the like, incurred by the County occasioned by District's use of the said Catawba Road, other roads, or rights of way, provided that proximate cause is reasonably established, whether said damages and costs were reasonably foreseeable or not.
6. Furthermore, District hereby agrees to indemnify County against any claims brought against County by third parties arising out of the District or said third parties' use of the said property.

GENERAL

The aforesaid and the purpose of this agreement is to fully indemnify and hold the County harmless from any and all expense, cost, or loss by virtue of District's use of such County property.

It is further understood that this agreement shall be perpetual in nature and application, applying whether with respect to original construction, periodic or continuous use, or subsequent encroachments for repair or otherwise; and shall apply to all other future incursions or encroachments by District upon County property, as authorized by subsequent resolution without the necessity of separate execution or ratification, the purpose hereof being to facilitate District's use, upon permission being granted, of County roads and rights of way, without a new and separate Indemnification Agreement being afforded or consummated.

Witness my hand as General Manager and Chief Executive Officer and on behalf of Pendleton County Water District pursuant to authority of the Board of Commissioners, this ___ day of _____, 2000.

WILLIAM JONES
General Manager and

In Re: Letter from Brown's Ambulance whereby they are discontinuing mutual aid with Pendleton County

Judge Bertram presented the court with a copy of a letter from Brown Ambulance Service regarding mutual aid with Pendleton County and the discontinuance of this service due to them feeling that Pendleton County has been abusing the agreement.

Discussion was held, no action taken.



Brown Ambulance Service, Inc.
317 Oddville Ave. Ste. A
Cynthiana, Ky 41031
859-234-1515
Fax # 859-234-1566

To: Mr. Phillip Hart

In the past I've tried to address the concern over the use of mutual aid with your service. Your service has abused the use of the mutual aid with other counties to the point where they will not respond to your area. It appears that your employees do not understand the use of this agreement either.

On June 8, 2009 we had just received a call from the hospital for a transfer to Lexington when your county called for help. I elected to come to your county to help your service out and make the transfer later. I was on this run and as we arrived on scene we heard sirens approaching the scene. When we got out of the ambulance one of your ambulances came onto scene. The young ladies stated that if they knew we were on scene they would have turned around. This is not the first time this has happened and appears it will not be the last. This is total abuse of the system and abuse to this service.

Therefore I hate to have to inform you, that this service is ~~discontinuing~~ any mutual aid agreement with your service. If your service needs paramedic service, we will meet your ambulance at the county line and make an intercept.

If you have any questions please feel free to contact me. 859-234-1515

Norris Stacy
Norris Stacy

RECEIVED
JUN 24 2009
CLERK OF COURTS



Pendleton Co. E.M.S. Inc.

P.O. Box 10
Palmouth, KY 41040-0010
(859) 654-6951
(859) 391-9813
Phillip Hart, Chief
Greg Pollard, Asst. Chief
Mark Hart, Captain

Norris Stacy
Brown Ambulance Service, Inc.
317 Oddville Ave. Suite A
Cynthiana, KY 41031

June 17, 2009

Dear Mr. Stacy,

I received your letter notifying us that you wish to discontinue mutual aid with our county. You made reference to the call you made for us last week and stated that it was an abuse of your department. We appreciate the assistance you have given us in the past, and I wanted to send you this letter of explanation as to why we called you on this run.

The decision to call your ambulance was made by our dispatch according to protocol. One of our ambulances was en route to the hospital with an ALS run when we were called to a head on collision on the Pendleton-Campbell line. There were 2 patients seriously injured, so we called Northern Pendleton and an ALS unit from Campbell County. One patient, as you are probably aware, was our Commonwealth Attorney, who was fatally injured. While all the ambulances in our county were tied up on these calls, we received a call for a 49 year old that went down while playing football with a possible heart attack. The dispatch called your county for mutual aid due to the fact the run was on the south end of our county and the patient was requesting to be taken to Harrison County. As soon as our ambulance was able to get free from the accident scene, my assistant chief told them to respond to the call, but to keep your department en route for ALS, because we had no other ALS units available, and our mutual aid agreement with your department included ALS assistance when our destination was Harrison County. The crew on the run thought that they would be disregarded if your unit got on the scene first and was going to take the patient. That is why the EMT made the comment about turning around. It may have been an inappropriate comment, but there was no intent to abuse your department. There would have been no need for them to continue if your crew had already assumed patient care. The dispatch followed protocol with none of our units available, and felt they needed to get someone started immediately with the information they had received from the caller of a possible heart attack. I realize the patient refused transport, but all we had to go on was what the caller told us.

As we had talked about last year, the run volume in our county had increased to the point that we were relying on our mutual aid too often. At that time, I was working with the fiscal



Pendleton Co. E.M.S. Inc.

P.O. Box 10
Palmouth, KY 41040-0010
(859) 654-6951
(859) 391-9813
Phillip Hart, Chief
Greg Pollard, Asst. Chief
Mark Hart, Captain

court to find a way to put another ambulance on duty full time in our county. Not long after we had that conversation, our fiscal court put on a payroll tax to temporarily fund a second full time ambulance crew. That unit went into service on March 16th of this year. According to our dispatch records, this is the first time we have had to call on you since we went to two full time units. Our fiscal court passed an ordinance creating an ambulance taxing district last month as a permanent solution to funding for our ambulance service and also approved our bid last week to upgrade both our ambulances to ALS units, which will start on November 1st of this year.

We would like to thank you for the help you have given us in the past. It has been difficult in the past couple years, but we feel we have taken great strides this past year to improve our service and take care of our own. I feel that it is still important that we work together as neighboring departments through mutual aid. I know back a few months ago, we were called to assist your department on a wreck near Antioch. Regardless of the number of units you have, there is always the possibility of a mass casualty incident or receiving several calls all at once. We both have large areas to cover. In a few months, we will have the capability of responding an ALS ambulance to your county for assistance if the need should arise. If you feel there is some way we could work this out or you have any further questions, feel free to call me at 859-391-9813.

Thank you.

Phillip Hart

Phillip Hart, Chief
Pendleton County EMS Inc.

cc Judge Henry Bertram
cc Keith Smith

In Re: Budget Account Transfers

Judge Bertram presented and read the Budget Account Transfers, whereupon Squire Wells made a motion, seconded by Squire Fogle that the following Budget Account Transfers be accepted and approved as presented, motion carried.

**PENDLETON COUNTY FISCAL COURT
TUESDAY JULY 14, 2009
7:00 PM
COURT ORDER TRANSFERS**

General Fund

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5015-566 Sheriff's Office Reimbursement \$ 116.00

LGEA Fund

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5135-551 DES Memberships \$ 50.00

911 Fund

Transfer from (75-9200-999) Reserve for Transfers to the following accounts:

75-9400-209 Workers' Compensation \$ 31.00

INTERFUND TRANSFERS

Transfer from General Fund to Jail Fund for Operations \$30,000.00
 Transfer from General Fund to HRA Fund for Operations \$ 1,944.36
 Transfer from Road Fund to HRA Fund for Operations \$ 216.04
 Transfer from 911 Fund to HRA Fund for Operations \$ 432.08

Henry W. Bertram
Pendleton County Judge/Executive

Vicky J. King
Fiscal Court Clerk

Date: _____

Date: _____

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Whaley, seconded by Squire Veirs that the following claims be allowed and ordered paid out of the following funds, motion carried.

**Pendleton County Fiscal Court
Voucher Claims Register**

General Fund
From: 07/14/2009 To: 07/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 01-0042						
01-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	OFFICEDEPO OFFICE DEPOT	213853	JUDGE'S OFFICE SUPPLIES	108.26
						Voucher Totals
						108.26
Voucher No. 01-0043						
01-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	MOD OFFICE MODERN OFFICE METHODS INC.	019368	OFFICE SUPPLIES	78.57
						Voucher Totals
						78.57
Voucher No. 01-0044						
01-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	OFFICEDEPO OFFICE DEPOT			
01-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	478642633-001	019350	OFFICE SUPPLIES	19.55
01-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	478996547-001	019358	JUDGES OFFICE SUPPLIES	16.80
01-0114	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	478178197-001	019334	OFFICE SUPPLIES JUDGES OFFICE	16.02
01-0114	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES		019358	TAX ADMIN OFFICE SUPPLIES	8.23
01-0114	01-5070-445-	P & Z OFFICE SUPPLIES		019334	OFFICE SUPPLIES P&Z	61.27
01-0114	01-5210-445-	OFFICE SUPPLIES SOLID WASTE		019334	OFFICE SUPPLIES SOLID WASTE	8.58
						Voucher Totals
						131.45
Voucher No. 01-0045						
01-0114	01-5001-563-	CO. JUDGE/EXEC., POSTAGE	HENRY BERT HENRY BERTRAM	213856	REIMBURSE POSTAGE FOR CERTIFIED MAIL	5.54
						Voucher Totals
						5.54
Voucher No. 01-0046						
01-0114	01-5015-566-	SHERIFF'S OFFICE REIMBURSEMENT	SHERIFF PENDLETON COUNTY SHERIFF	299433	REIMBURSE OVERPAYMENT OF 03 PROPERTY TAX	115.88
						Voucher Totals
						115.88
Voucher No. 01-0047						
01-0114	01-5025-499-	OTHER SUPPLIES	BECKY'S FL BECKY'S FLOWER BASKET	2768	299420 FLOWERS FOR FUNERAL OF D. WRIGHT & B. PETTIT	100.00
						Voucher Totals
						100.00
Voucher No. 01-0048						
01-0114	01-5025-569-	REGISTRATION/CONFERENCES	COUNTYOFFI KAGD	302-78	019387 CONFERENCE-COUNTIES GOING GREEN, LEXINGTON	85.00
						Voucher Totals
						85.00
Voucher No. 01-0049						
01-0114	01-5030-357-	P.V.A. STATUTORY CONTRIBUTION	PVA PENDLETON PROPERTY VALUATION ADMIN.	299428	PVA STATUTORY CONTRIBUTIONS 1ST QRT 2009-10	6,396.25
						Voucher Totals
						6,396.25
Voucher No. 01-0050						
01-0114	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES	OFFICEDEPO OFFICE DEPOT	477656700-001	019328 OFFICE SUPPLIES	67.88
						Voucher Totals
						67.88
Voucher No. 01-0051						
01-0114	01-5070-399-	PLANNING - COMPREHENSIVE	STRAUSS STRAUSS & TROY	0899887	299448 LEGAL SERVICES	87.50
						Voucher Totals
						87.50

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 07/14/2009 To: 07/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-0052	Vendor	FAL OUTLOOK		THE FALMOUTH OUTLOOK	Voucher Date 07/14/2009
01-0114	01-5070-399-	PLANNING - COMPREHENSIVE	76	213865	PUBLIC NOTICES	88.40
01-0114	01-5100-539-	LEGAL NOTICES	73	213885	JUNE LEGAL NOTICES	2,513.91
					Voucher Totals	2,602.31
Voucher No.	01-0053	Vendor	BRIANTHOMP		BRIAN THOMPSON	Voucher Date 07/14/2009
01-0114	01-5070-445-	P & Z OFFICE SUPPLIES		213973	REIMBURSE POSTAGE FOR CERTIFIED MAIL	4.34
					Voucher Totals	4.34
Voucher No.	01-0054	Vendor	POST OFFIC		U S POST OFFICE	Voucher Date 07/14/2009
01-0114	01-5070-445-	P & Z OFFICE SUPPLIES		299427	100 STAMPS	44.00
					Voucher Totals	44.00
Voucher No.	01-0055	Vendor	DOUGLAS BE		DOUGLAS BECKHAM	Voucher Date 07/14/2009
01-0114	01-5070-574-	P & Z TRAINING		019380	P & Z 2 HOURS TRAINING @ \$25 HR	50.00
					Voucher Totals	50.00
Voucher No.	01-0056	Vendor	BOWLING		BOWLING CONSTRUCTION	Voucher Date 07/14/2009
01-0114	01-5080-310-	COURTHOUSE RENOVATIONS	173063	299438	RENOVATIONS CO CLERKS OFFICE	5,990.00
					Voucher Totals	5,990.00
Voucher No.	01-0057	Vendor	KY MOTOR		KENTUCKY MOTOR SERVICE FALMOUTH	Voucher Date 07/14/2009
01-0114	01-5080-411-	CUSTODIAL SUPPLIES	208751	019323	CUSTODIAL SUPPLIES	5.99
					Voucher Totals	5.99
Voucher No.	01-0058	Vendor	ARAMARK		ARAMARK UNIFORM SERVICES, INC	Voucher Date 07/14/2009
01-0114	01-5080-411-	CUSTODIAL SUPPLIES		019315	MATT RENTAL COURTHOUSE	318.80
01-0114	01-5085-411-	CUSTODIAL SUPPLIES ANNEX BLDG.		019315	MATT RENTAL ANNEX	29.45
					Voucher Totals	348.25
Voucher No.	01-0059	Vendor	ACE		FALMOUTH ACE HARDWARE	Voucher Date 07/14/2009
01-0114	01-5080-411-	CUSTODIAL SUPPLIES	20222	018338	AIR CONDITIONER FILTERS	22.45
					Voucher Totals	22.45
Voucher No.	01-0060	Vendor	ACE		FALMOUTH ACE HARDWARE	Voucher Date 07/14/2009
01-0114	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	19975	010295	COURTHOUSE MAINTENANCE MATERIAL	10.99
					Voucher Totals	10.99
Voucher No.	01-0061	Vendor	WOODYMORG/		ELWOOD MORGAN	Voucher Date 07/14/2009
01-0114	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		299445	BRICK RESTORATION - FACADE GRANT	12,333.33
					Voucher Totals	12,333.33
Voucher No.	01-0062	Vendor	VANLAND		VANLANDINGHAM & SONS INC.	Voucher Date 07/14/2009
01-0114	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	394	299444	COURTHOUSE PLUMBING REPAIRS	148.16
01-0114	01-5085-571-	RENEWALS AND REPAIRS ANNEX BLDG.	407	290444	WATER HEATER ANNEX BLDG	357.00
					Voucher Totals	505.16

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Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 07/14/2009 To: 07/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-0063	Vendor	JONGOSNEY		JON GOSNEY - ELECTRICAL SERVICES	Voucher Date 07/14/2009
01-0114	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS		213861	MONTHLY MAINTENANCE ON THE RADIO TOWER BLDGS	330.00
					Voucher Totals	330.00
Voucher No.	01-0064	Vendor	D-C ELEVAT		D-C ELEVATOR COMPANY, INC.	Voucher Date 07/14/2009
01-0114	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		213860	JULY ELEVATOR MAINTENANCE	84.75
					Voucher Totals	84.75
Voucher No.	01-0065	Vendor	WOODYMORG/		ELWOOD MORGAN	Voucher Date 07/14/2009
01-0114	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS		213080	LABOR & MATERIAL TO REPAIR DOWNSPOUTS ON CH	180.00
					Voucher Totals	180.00
Voucher No.	01-0066	Vendor	MOBILCOM		MOBILCOMM INC	Voucher Date 07/14/2009
01-0114	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	729161	213859	JUNE MAINTENANCE CONTRACT	76.20
					Voucher Totals	76.20
Voucher No.	01-0067	Vendor	NAPA		CARSON AUTO & TRACTOR SUPPLY, INC.	Voucher Date 07/14/2009
01-0114	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS	613330	213854	BATTERIES FOR MT. RADIO TOWER	135.45
					Voucher Totals	135.45
Voucher No.	01-0068	Vendor	MOBILCOM		MOBILCOMM INC	Voucher Date 07/14/2009
01-0114	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS	14059	213972	TROUBLE SHOOTING PROBLEMS AT MT. AUBURN TOWER	363.81
					Voucher Totals	363.81
Voucher No.	01-0069	Vendor	FLEETONE		FLEETONE LLC	Voucher Date 07/14/2009
01-0114	01-5091-455-	MAPPING PETROLEUM PRODUCTS	1269855	299421	JUNE FUEL MAPPING	102.69
					Voucher Totals	102.69
Voucher No.	01-0070	Vendor	FALMOUTH		CITY OF FALMOUTH	Voucher Date 07/14/2009
01-0114	01-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		299418	JUNE FIRE RUNS	615.00
					Voucher Totals	615.00
Voucher No.	01-0071	Vendor	FIN CABINE		KENTUCKY STATE TREASURER	Voucher Date 07/14/2009
01-0114	01-5175-903-	PUBLIC ADVOCACY PER CAPITA PAYMENT		299435	FY 09-10 PER CAPITA PAYMENT	1,799.00
					Voucher Totals	1,799.00
Voucher No.	01-0072	Vendor	PCVH		GRANTS LICK VETERINARY HOSPITAL	Voucher Date 07/14/2009
01-0114	01-5205-385-	VETERINARY SERVICE		213852	JUNE EUTHANASIA - 8 @ 8.00 & 1 SHELTER TRIP	76.00
					Voucher Totals	76.00
Voucher No.	01-0073	Vendor	FAMILY		FAMILY DOLLAR STORES	Voucher Date 07/14/2009
01-0114	01-5205-402-	KENNEL SUPPLIES & EQUIPMENT DONATIONS		019381	ITEMS FOR SUMMER RECREATION	20.00
01-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES		019381	SHELTER SUPPLIES	21.75
					Voucher Totals	41.75

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Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 07/14/2009 To: 07/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-0074	Vendor PIONEERPRO	PIONEER PRODUCTS, INC.			Voucher Date 07/14/2009
01-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES		299449	ANIMAL CONTROL SUPPLIES	227.81
					Voucher Totals	227.81
Voucher No.	01-0075	Vendor KIESLERS	KIESLER'S POLICE SUPPLY, INC.			Voucher Date 07/14/2009
01-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES	650232&650232B	279405	ANIMAL CONTROL SUPPLIES/EQUIPMENT	148.00
					Voucher Totals	148.00
Voucher No.	01-0076	Vendor CONRAD	CONRAD HARDWARE AND FURNITURE			Voucher Date 07/14/2009
01-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES		213971	SHELTER SUPPLIES	39.68
					Voucher Totals	39.68
Voucher No.	01-0077	Vendor BARNES	BARNES HARDWARE AND LUMBER			Voucher Date 07/14/2009
01-0114	01-5205-403-	ANIMAL FOOD AND SUPPLIES		299412	ANIMAL SHELTER MATERIALS	22.94
					Voucher Totals	22.94
Voucher No.	01-0078	Vendor FLEETONE	FLEETONE LLC			Voucher Date 07/14/2009
01-0114	01-5070-455-	P & Z PETROLEUM PRODUCTS		299402	JUNE PETROLEUM PRODUCTS - PZ	64.53
01-0114	01-5205-455-	PETROLEUM PRODUCTS	1269651	299402	JUNE PETROLEUM PRODUCTS - AC	193.52
01-0114	01-5210-455-	PETROLEUM PRODUCTS		209402	JUNE PETROLEUM PRODUCTS - SW	67.57
					Voucher Totals	325.62
Voucher No.	01-0079	Vendor GARYMAXWEL	GARY MAXWELL			Voucher Date 07/14/2009
01-0114	01-5205-573-	ANIMAL SHELTER TELEPHONE		019369	REIMBURSEMENT FOR CELL PHONE	48.00
					Voucher Totals	48.00
Voucher No.	01-0080	Vendor COOPER	COOPER WHOLESALE, INC.			Voucher Date 07/14/2009
01-0114	01-5210-469-	RECYCLING & LANDFILL SUPPLIES	94005	213882	ORANGE CAN LINERS	151.05
					Voucher Totals	151.05
Voucher No.	01-0081	Vendor SWACK	SOLID WASTE COORDINATORS OF KY			Voucher Date 07/14/2009
01-0114	01-5210-551-	SOLID WASTE MEMBERSHIPS	2009-2010	213978	FY 2009-2010 MEMBERSHIP DUES	50.00
					Voucher Totals	50.00
Voucher No.	01-0082	Vendor FIRST BAP	FIRST BAPTIST CHURCH			Voucher Date 07/14/2009
01-0114	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		213979	LITTER ABATEMENT CLEANUP - 5 MILES	500.00
					Voucher Totals	500.00
Voucher No.	01-0083	Vendor PCHS-VOLLE	PCHS - GIRLS VOLLEYBALL			Voucher Date 07/14/2009
01-0114	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		299430	LITTER ABATEMENT CLEANUP 2 MILES	200.00
					Voucher Totals	200.00
Voucher No.	01-0084	Vendor 12-U BLAST	12-U BLASTERS BASEBALL			Voucher Date 07/14/2009
01-0114	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		213976	LITTER ABATEMENT CLEANUP - 4 MILES	400.00
					Voucher Totals	400.00

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Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 07/14/2009 To: 07/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-0085	Vendor AMERICAN	AMERICAN LEGION HARDIN BROWNING POST			Voucher Date 07/14/2009
01-0114	01-5325-507-	VETERANS CONTRIBUTION		213886	FY 2009-2010 VETERANS CONTRIBUTION	2,000.00
					Voucher Totals	2,000.00
Voucher No.	01-0086	Vendor FAITHCOMMU	FAITH COMMUNITY PHARMACY			Voucher Date 07/14/2009
01-0114	01-5330-499-	GENERAL CHARITY - RED CROSS,COPS,CRT		213864	RX DELIVERY APRIL, MAY & JUNE 2009	60.00
					Voucher Totals	60.00
Voucher No.	01-0087	Vendor AOC	ADMINISTRATIVE OFFICE OF THE COURTS			Voucher Date 07/14/2009
01-0114	01-5425-507-	CELEBRATIONS, FESTIVALS, PROGRAMS		213975	DONATION TO PENDLETON COUNTY DRUG COURT	1,800.00
					Voucher Totals	1,800.00
Voucher No.	01-0088	Vendor PATRICKJOH	PATRICK JOHNSON			Voucher Date 07/14/2009
01-0114	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		299431	TRAIL MATERIALS & CONSTRUCTION	90.00
					Voucher Totals	90.00
Voucher No.	01-0089	Vendor SEAN MADER	SEAN MADER			Voucher Date 07/14/2009
01-0114	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		299432	TRAIL CONSTRUCTION	130.00
					Voucher Totals	130.00
Voucher No.	01-0090	Vendor NOKYTOURM	NORTHERN KENTUCKY TOURISM REGION INC.			Voucher Date 07/14/2009
01-0114	01-5420-507-	TOURISM CONTRIBUTIONS		213867	PC ASSESSMENT TOURISM MKT	260.00
					Voucher Totals	260.00
Voucher No.	01-0091	Vendor KINCAID	KINCAID REGIONAL THEATRE			Voucher Date 07/14/2009
01-0114	01-5420-507-	TOURISM CONTRIBUTIONS		213970	FY 2009-2010 KRT CONTRIBUTION	1,500.00
					Voucher Totals	1,500.00
Voucher No.	01-0092	Vendor BUTLER	CITY OF BUTLER			Voucher Date 07/14/2009
01-0114	01-5425-507-	CELEBRATIONS, FESTIVALS, PROGRAMS		213869	BUTLER FESTIVAL CONTRIBUTION	600.00
					Voucher Totals	600.00
Voucher No.	01-0093	Vendor BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA			Voucher Date 07/14/2009
01-0114	01-7700-606-	INTEREST ON LEASE - COLT		019363	WATER DIST LEASE PAYMENT #147 INTEREST	313.52
					Voucher Totals	313.52
Voucher No.	01-0094	Vendor KACO LIN	KACO ALL LINES FUND			Voucher Date 07/14/2009
01-0114	01-9100-521-	INSURANCE	K090489	299408	2009-2010 INSURANCE	86,932.00
					Voucher Totals	86,932.00
Voucher No.	01-0095	Vendor STATEFARM	STATE FARM INSURANCE COMPANY			Voucher Date 07/14/2009
01-0114	01-9100-521-	INSURANCE		279403	FLOOD INSURANCE AUG 05-AUG 10	1,205.00
					Voucher Totals	1,205.00
Voucher No.	01-0096	Vendor KMCA	KY MAGISTRATES & COMMISSIONERS ASSOC			Voucher Date 07/14/2009
01-0114	01-9100-551-	MEMBERSHIPS - CO.JUD,FIS CT		213977	FY 2009-2010 ANNUAL MEMBERSHIP	920.04
					Voucher Totals	920.04

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Pendleton County Fiscal Court

Voucher Claims Register

General Fund

From: 07/14/2009 To: 07/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 01-0097						
		Vendor	KCJEA	KCJEA		
01-0114	01-9100-851-	MEMBERSHIPS - CO.JUD,PIS CT	1909	213974	KCJEA - FY 2009-2010 MEMBERSHIP DUES	994.00
Voucher Totals						994.00
Voucher No. 01-0098						
		Vendor	KACO WC	KY ASSOCIATION OF COUNTIES WORKER COMP.		
01-0114	01-9400-200-	WORKMENS COMPENSATION	W6500	299414	WORKERS COMP INSURANCE PREMIUM	11,578.24
Voucher Totals						11,578.24
57 Vouchers Printed Totalling						143,401.78

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Pendleton County Fiscal Court

Voucher Claims Register

Road Fund

From: 07/14/2009 To: 07/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 01-0100						
		Vendor	ZEE	ZEE MEDICAL, INC. - #149		
01-0214	02-6105-447-	ROAD MATERIALS	149880398	213985	JULY FIRST AID SUPPLIES	109.84
Voucher Totals						109.84
Voucher No. 01-0101						
		Vendor	H&MTRUCK	HOWARD PYLES		
01-0214	02-6105-447-	ROAD MATERIALS		213984	TIRE REPAIR	65.00
Voucher Totals						65.00
Voucher No. 01-0102						
		Vendor	MOBILCOM	MOBILCOMM INC		
01-0214	02-6105-447-	ROAD MATERIALS	729150	213981	JULY RADIO SERVICE CONTRACT	105.00
Voucher Totals						105.00
Voucher No. 01-0103						
		Vendor	KY MOTOR	KENTUCKY MOTOR SERVICE FALMOUTH		
01-0214	02-6105-447-	ROAD MATERIALS		023614	ROAD MATERIALS	514.90
Voucher Totals						514.90
Voucher No. 01-0104						
		Vendor	BARNES	BARNES HARDWARE AND LUMBER		
01-0214	02-6105-447-	ROAD MATERIALS		023600	ROAD MATERIALS	144.08
Voucher Totals						144.08
Voucher No. 01-0105						
		Vendor	BRENDAWELL	BRENDA WELLS		
01-0214	02-6105-447-	ROAD MATERIALS		279406	REIMBURSEMENT FOR CULVERT PURCHASED JUNE 2008	200.00
Voucher Totals						200.00
Voucher No. 01-0106						
		Vendor	REIS	REIS CONCRETE PRODUCTS, INC.		
01-0214	02-6105-447-	ROAD MATERIALS		023615	CONCRETE - JOHN DENNY BRIDGE	3,679.00
Voucher Totals						3,679.00
Voucher No. 01-0107						
		Vendor	WYATTS	WYATTS SUPERVALU		
01-0214	02-6105-447-	ROAD MATERIALS		023613	ROAD MATERIALS	22.95
Voucher Totals						22.95
Voucher No. 01-0108						
		Vendor	LIMESTONE	LIMESTONE FARM LAWN WORKSITE		
01-0214	02-6105-447-	ROAD MATERIALS	1002782	023616	ROAD MATERIALS	125.02
Voucher Totals						125.02
Voucher No. 01-0109						
		Vendor	WHAYNESUPP	WHAYNE SUPPLY COMPANY		
01-0214	02-6105-447-	ROAD MATERIALS	W01600006835	023624	ROAD MATERIALS	348.46
Voucher Totals						348.46
Voucher No. 01-0110						
		Vendor	MAGO	MAGO CONSTRUCTION CO, INC		
01-0214	02-6105-447-	ROAD MATERIALS	047210	023627	ROAD MATERIALS - HOT MIX FOR PATCH	1,228.76
Voucher Totals						1,228.76
Voucher No. 01-0111						
		Vendor	ACE	FALMOUTH ACE HARDWARE		
01-0214	02-6105-447-	ROAD MATERIALS		023617	ROAD MATERIALS	39.07
Voucher Totals						39.07

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Pendleton County Fiscal Court

Voucher Claims Register

Road Fund

From: 07/14/2009 To: 07/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-0112	Vendor	HALL SIGNS	HALL SIGNS INC.		Voucher Date 07/14/2009
01-0214	02-6105-447-	ROAD MATERIALS	247269	023619	ROAD SIGNS	292.70
					Voucher Totals	292.70
Voucher No.	01-0113	Vendor	SCOTT-GRO	SCOTT-GROSS COMPANY, INC.		Voucher Date 07/14/2009
01-0214	02-6105-447-	ROAD MATERIALS	1397894	299438	SMALL ACETYLENE CYLINDER RENTAL	28.55
					Voucher Totals	28.55
Voucher No.	01-0114	Vendor	FLEETONE	FLEETONE LLC		Voucher Date 07/14/2009
01-0214	02-6105-455-	PETROLEUM PRODUCTS	1269855	290424	JUNE PETROLEUM PRODUCTS	2,785.65
					Voucher Totals	2,785.65
Voucher No.	01-0115	Vendor	BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA		Voucher Date 07/14/2009
01-0214	02-7700-806-	INTEREST ON TRUCK LEASE		023625	LEASE PAYMENT #13 DUMP TRUCK	344.59
					Voucher Totals	344.59
Voucher No.	01-0116	Vendor	LEASEGARAG	KENTUCKY STATE TREASURER		Voucher Date 07/14/2009
01-0214	02-8099-715-	CAPITAL PROJECTS - LAND	090007899	299409	CO BARN LEASE PAYMENT	12,200.00
					Voucher Totals	12,200.00
Voucher No.	01-0117	Vendor	KACD WC	KY ASSOCIATION OF COUNTIES WORKER COMP.		Voucher Date 07/14/2009
01-0214	02-9400-209-	WORKERS COMPENSATION	W6500	299415	WORKERS COMP INSURANCE PREMIUM ROAD DEPT	16,846.81
					Voucher Totals	16,846.81
Voucher No.	01-0154	Vendor	HILLTOP	HILLTOP STONE LLC		Voucher Date 07/14/2009
01-0214	02-6105-409-	CRUSHED STONE & GRAVEL	855597	023826	CRUSHED STONE & GRAVEL	324.12
01-0214	02-6105-409-	CRUSHED STONE & GRAVEL	854798	023826	CRUSHED STONE & GRAVEL	324.12
01-0214	02-6105-409-	CRUSHED STONE & GRAVEL	855860	213986	CRUSHED STONE & GRAVEL 07-02-09	99.04
					Voucher Totals	744.28
					19 Vouchers Printed Totalling	39,824.66

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Pendleton County Fiscal Court

Voucher Claims Register

Jail Fund

From: 07/14/2009 To: 07/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-0118	Vendor	BOONEJAIL	BOONE COUNTY JAIL		Voucher Date 07/14/2009
01-0314	03-5101-314-	CONTRACT WITH OTHER COUNTIES	07-01-2009	213889	JUNE INMATE HOUSING 365 DAYS @35.00	12,775.00
					Voucher Totals	12,775.00
Voucher No.	01-0119	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF		Voucher Date 07/14/2009
01-0314	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		299429	JULY SALARIES - TWO TRANSPORT OFFICERS	5,323.57
					Voucher Totals	5,323.57
Voucher No.	01-0120	Vendor	FLEETONE	FLEETONE LLC		Voucher Date 07/14/2009
01-0314	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.	1269648	299403	JUNE PETROLEUM PRODUCTS	617.58
					Voucher Totals	617.58
Voucher No.	01-0121	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF		Voucher Date 07/14/2009
01-0314	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		213990	JUNE TRANSPORTS 1,600 MILES @.35	560.00
					Voucher Totals	560.00
Voucher No.	01-0122	Vendor	BURLPHARMA	BURLINGTON PHARMACY		Voucher Date 07/14/2009
01-0314	03-5101-549-	ROUTINE MEDICAL		299426	MEDS FOR INMATES POWELL, PHILLIPS & GABBARD	187.42
					Voucher Totals	187.42
Voucher No.	01-0123	Vendor	J & L TIRE	GARY HARDY / J&L TIRE SERVICE		Voucher Date 07/14/2009
01-0314	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES		031638	VEHICLE MAINTENANCE	189.05
					Voucher Totals	189.05
Voucher No.	01-0124	Vendor	BECKY'S FL	BECKY'S FLOWER BASKET		Voucher Date 07/14/2009
01-0314	03-5101-599-	MISCELLANEOUS EXPENSE	2770	299425	AFGHAN FOR D WRIGHT FUNERAL	67.00
					Voucher Totals	67.00
Voucher No.	01-0125	Vendor	KEN KELLS	KEN KELLS		Voucher Date 07/14/2009
01-0314	03-9100-569-	STAFF TRAINING		031637	REIMBURSEMENT FOR TRAINING EXPENSES	129.50
01-0314	03-9100-569-	STAFF TRAINING		299413	REIMBURSEMENT FOR JAILERS CONF EXPENSES	696.20
					Voucher Totals	826.70
Voucher No.	01-0126	Vendor	KACD WC	KY ASSOCIATION OF COUNTIES WORKER COMP.		Voucher Date 07/14/2009
01-0314	03-9400-209-	WORKERS COMPENSATION	W6500	299416	WORKERS COMP INSURANCE PREMIUM JAILERS	1,892.98
					Voucher Totals	1,892.98
					9 Vouchers Printed Totalling	22,449.22

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**Pendleton County Fiscal Court
Voucher Claims Register**

L.G.E.A. Fund

From: 07/14/2009 To: 07/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-0127	Vendor CJS	CENTRAL JANITORIAL SUPPLY			Voucher Date 07/14/2009
01-0414	04-5135-411-	CUSTODIAL SUPPLIES	47068	042068	CUSTODIAL SUPPLIES EOC	84.20
					Voucher Totals	84.20
Voucher No.	01-0128	Vendor ACE	FALMOUTH ACE HARDWARE			Voucher Date 07/14/2009
01-0414	04-5135-411-	CUSTODIAL SUPPLIES	20189	299410	CUSTODIAL SUPPLIES EOC	39.00
					Voucher Totals	39.00
Voucher No.	01-0128	Vendor FLEETONE	FLEETONE LLC			Voucher Date 07/14/2009
01-0414	04-5135-455-	EM PETROLEUM PRODUCTS	1269049	260404	JUNE PETROLEUM PRODUCTS	125.35
					Voucher Totals	125.35
Voucher No.	01-0130	Vendor OFFCEDEPO	OFFICE DEPOT			Voucher Date 07/14/2009
01-0414	04-5135-445-	OFFICE SUPPLIES	478854458001&4776973	042067	OFFICE SUPPLIES	93.35
					Voucher Totals	93.35
Voucher No.	01-0131	Vendor KEMA	KY EMERGENCY MANAGEMENT ASSOCIATION			Voucher Date 07/14/2009
01-0414	04-5135-551-	DES MEMBERSHIPS		298406	KEMA - 2009-2010 MEMBERSHIP DUES	100.00
					Voucher Totals	100.00
Voucher No.	01-0132	Vendor MICHELLE H	MICHELLE HAMILTON			Voucher Date 07/14/2009
01-0414	04-5135-705-	DATA PROCESSING EQUIPMENT		274301	REIMBURSE TONER CARTRIDGE	92.98
					Voucher Totals	92.98
Voucher No.	01-0133	Vendor J & L TIRE	GARY HARDY / J&L TIRE SERVICE			Voucher Date 07/14/2009
01-0414	04-5135-592-	EMERGENCY MANAGEMENT VEHICLE&MAINT	17787	042056	VEHICLE MAINTENANCE	10.00
					Voucher Totals	18.99
					7 Vouchers Printed Totalling	544.88

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**Pendleton County Fiscal Court
Voucher Claims Register**

Ambulance Fund

From: 07/14/2009 To: 07/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-0134	Vendor TRANSCARE	TRANSCARE OF KENTUCKY INC.			Voucher Date 07/14/2009
01-0914	09-5133-315-	ALS SERVICES	3724	213855	JUNE ALS SERVICE PER CONTRACT	22,750.00
					Voucher Totals	22,750.00
Voucher No.	01-0135	Vendor TRISTLAUND	TRI-STATE HEALTH CARE LAUNDRY			Voucher Date 07/14/2009
01-0914	09-5140-330-	LAUNDRY SERVICE	063009-711	213997	LAUNDRY COST	149.25
01-0914	09-5140-330-	LAUNDRY SERVICE	061509-711	092526	LAUNDRY PROCESSING COST	35.75
					Voucher Totals	185.00
Voucher No.	01-0138	Vendor WYATTS	WYATTS SUPERVALU			Voucher Date 07/14/2009
01-0914	09-5140-411-	CUSTODIAL SUPPLIES		092523	CUSTODIAL SUPPLIES AMBULANCE ORTS	64.11
					Voucher Totals	64.11
Voucher No.	01-0137	Vendor MOBILCOM	MOBILCOMM INC.			Voucher Date 07/14/2009
01-0914	09-5140-441-	MACHINERY & EQUIPMENT	729162	213996	JULY MAINTENANCE CONTRACT	218.50
					Voucher Totals	218.50
Voucher No.	01-0139	Vendor CLASSICPRI	CLASSIC PRINTING & GRAPHICS, INC.			Voucher Date 07/14/2009
01-0914	09-5140-445-	OFFICE SUPPLIES	39983	213995	AMBULANCE RUN REPORTS - 500	268.51
					Voucher Totals	268.51
Voucher No.	01-0139	Vendor FLEETONE	FLEETONE LLC			Voucher Date 07/14/2009
01-0914	09-5140-455-	GAS, OIL, ETC	1269050	299405	JUNE PETROLEUM PRODUCTS	1,538.43
					Voucher Totals	1,538.43
Voucher No.	01-0140	Vendor OFFCEDEPO	OFFICE DEPOT			Voucher Date 07/14/2009
01-0914	09-5140-445-	OFFICE SUPPLIES	479304652001,4793043	092520	OFFICE SUPPLIES AMBULANCE	61.21
					Voucher Totals	61.21
Voucher No.	01-0141	Vendor SCOTT-GRO	SCOTT-GROSS COMPANY, INC.			Voucher Date 07/14/2009
01-0914	09-5140-550-	MEDICAL SUPPLIES	2119595	092524	JUNE COMPRESSED OXYGEN	144.85
					Voucher Totals	144.85
Voucher No.	01-0142	Vendor MOORE	MOORE MEDICAL CORP			Voucher Date 07/14/2009
01-0914	09-5140-550-	MEDICAL SUPPLIES	95755308896752445	279407	AMBULANCE SUPPLIES	1,401.26
					Voucher Totals	1,401.26
Voucher No.	01-0143	Vendor TOTALCARE	TOTAL CARE PHARMACY #5			Voucher Date 07/14/2009
01-0914	09-5140-550-	MEDICAL SUPPLIES	0181830	213996	JULY MEDICAL SUPPLIES	321.12
					Voucher Totals	321.12
Voucher No.	01-0144	Vendor LIFESTARRE	LIFE STAR RESCUE INC.			Voucher Date 07/14/2009
01-0914	09-5140-550-	MEDICAL SUPPLIES	22284	092526	MEDICAL SUPPLIES	90.76
					Voucher Totals	90.76

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Pendleton County Fiscal Court

Voucher Claims Register

911 Fund Fund

From: 07/14/2009 To: 07/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-0152	Vendor	MOBIL.COM	MOBILCOMM INC		
01-7514	75-5145-399	MISCELLANEOUS CONTRACTUAL SERVICE		751161	APRIL AND JUNE MAINTENANCE CONTRACT	1,036.16
					Voucher Totals	1,036.16
Voucher No.	01-0153	Vendor	KACO WC	KY ASSOCIATION OF COUNTIES WORKER COMP.		
01-7514	75-9400-209	WORKERS' COMPENSATION		299417	WORKERS COMP INSURANCE PREMIUM DISPATCH	1,230.38
					Voucher Totals	1,230.38
					2 Vouchers Printed Totalling	2,266.54

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Pendleton County Fiscal Court

Voucher Claims Register

MH/MR Fund Fund

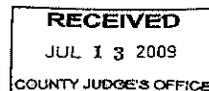
From: 07/14/2009 To: 07/14/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	01-0151	Vendor	SHERIFF	PENDLETON COUNTY SHERIFF		
01-8814	88-5233-343	GENERAL HEALTH - MH/MR		298438	REIMBURSE OVERPAYMENT OF 08 MH TAX	25.64
					Voucher Totals	25.64
					1 Vouchers Printed Totalling	25.64

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In Re: Closing Remarks

Judge Bertram presented the court with an invitation to the upcoming 38th Annual Meeting of the NKADD. If any court members plan to go they should contact the Judge's Office and reservation will be made for them.



YOU ARE CORDIALLY INVITED
to the
38th ANNUAL MEETING and AWARDS BANQUET
of the
NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT
with compliments of the
BOARD OF DIRECTORS

This complimentary invitation is extended to you to attend the upcoming 38th Annual Meeting of the NKADD. This year the banquet will be held on Monday, August 24th, 2009.

Enclosed with this invitation is a form with details of the Annual Meeting and a reservation request. As a Board, WIB or CoA member, an ADD Director, or a past NKADD Executive Director your reservation is complimentary. Additional reservations at a cost of \$28.00 are available for guests that wish to attend with you. Please register by August 19th in order to facilitate final arrangements for the meeting. Seating will be open, but groups wishing to sit together, are encouraged to make a group reservation.

We are looking forward to leaders of public, private, and civic organizations that will be in attendance to recognize many individuals for their contributions to Northern Kentucky. Please join us as an honored guest.

I hope to see you there.

Sincerely,


John Mays
Executive Director

Enclosure

Roger Hatton presented a quote to repair a portion of the courthouse roof; Judge Bertram will notify him that as long as he can produce proof of Liability Insurance he can proceed with the job.

July 10, 2009

Attention: Mr. Henry Bertram

Subject: Pendleton County Courthouse

Henry,

I'm very pleased to quote the following work:

1. Remove existing termination bar and epdm membrane on approximately 70 feet of wall facing Shelby Street.
2. Re-anchor existing membrane to block wall, using as a perimeter rust strip.
3. Re-flash wall with 0.45 ml reinforced epdm membrane with 3-inch factory applied tape.
4. Terminate top of flashing with new termination bar, anchored 12 inches on center, with 1 1/4 inch drive pins.
5. Caulk top of bar with universal white caulk.

Price for the above work including labor and material is \$932.48.

If you have any questions regarding this work, please feel free to call.

Thank you,

Roger Hatton
240-4266
654-1622

FAX COPY
SHIP COMPLETE ***

REMITTANT NORTH COAST CINCINNATI NORTH COAST 14912 COLLECTIONS CENTER DRIVE CHICAGO IL 60693	WAREHOUSE NORTH COAST CINCINNATI 227 CIRCLE FREEWAY DRIVE CINCINNATI OH 45246 Phone # 513 874 6200	SALES ORDER ACKNOWLEDGEMENT Payment Type: CASH Document No: D681756 Document Date: 7/10/09 Customer No: 257913 Warehouse: 291	PAGE NO. 1
SOLD TO HATTON 227 CIRCLE FREEWAY DRIVE CINCINNATI OH 45246	SHIP TO HATTON 227 CIRCLE FREEWAY DRIVE CINCINNATI OH 45246	SPECIAL INSTRUCTIONS 	

Customer P.O. No.	Job Name	Job No.	Sis	Series	Order Date	Shipping Method
X	HATTON		X91	DR	7/10/09	PICKUP

Line No.	Product No. / Description	Per	Qty Ordered	Qty Shipped	Qty B/O	Unit Price	Discount	Extended Amt
001	CARTERM 010232 CAR TERMINATION BAR 10FT 300877	PC	7	7	0	5.2900		37.03
002	CARCUT 010234 CAR WATER CUTOFF MASTIC 302196	TB	7	7	0	3.9700		27.79
003	CARCLK 010168 CAR LAP SEALANT 100% TUBE 302174 EPDM SURE-SEAL UNI133, ADHESIVES, 3, PG II LIMITED QUANTITY EXCEPTION	TB	5	5	0	5.0700		25.35
004	CARPSCF20 275987 CAR PS CURB FLASHING 20"X50" 308705 SURE-SEAL 1 ROLL/CTN PRESSURE SENSITIVE WITH 5" SEAM TAPE	RL	2	2	0	119.9400		239.88
005	CARPSF6 010241 CAR PRESS SENS OVERLAY 6"X100" 302319 SURE-SEAL 2 ROLLS/CTN PRESS SENSITIVE +FORMERLY PRESS SENSITIVE FLASHING+	RL	1	1	0	151.1600		151.16

<input type="checkbox"/> Prepaid	<input type="checkbox"/> Collect	<input type="checkbox"/> Pick Up	CINS	Weight	Shipped Via	Shipped Date	Picked By	Filed By	Packed By	Checked By	Amount	Tax %	Freight
					CPU								

Merchandise cannot be returned without permission. Any discrepancies must be reported within 24 hours.

Received By	CONTINUED	Date Received	Total
X			

FAX COPY
SHIP COMPLETE ***

REMITTANT NORTH COAST CINCINNATI NORTH COAST 14912 COLLECTIONS CENTER DRIVE CHICAGO IL 60693	WAREHOUSE NORTH COAST CINCINNATI 227 CIRCLE FREEWAY DRIVE CINCINNATI OH 45246 Phone # 513 874 6200	SALES ORDER ACKNOWLEDGEMENT Payment Type: CASH Document No: D681756 Document Date: 7/10/09 Customer No: 257913 Warehouse: 291	PAGE NO. 2
SOLD TO HATTON 227 CIRCLE FREEWAY DRIVE CINCINNATI OH 45246	SHIP TO HATTON 227 CIRCLE FREEWAY DRIVE CINCINNATI OH 45246	SPECIAL INSTRUCTIONS 	

Customer P.O. No.	Job Name	Job No.	Sis	Series	Order Date	Shipping Method
X	HATTON		X91	DR	7/10/09	PICKUP

Line No.	Product No. / Description	Per	Qty Ordered	Qty Shipped	Qty B/O	Unit Price	Discount	Extended Amt
006	OLYMB114X 277355 OLY MSHRY ANCHR 1 1/4 1/4 100CT F/ATTACHING TERMBAR TO CONCRETE OR MASONRY WALLS	BK	2	2	0	7.6900		15.38
007	CARTP1 013220 CAR 1GAL HP250 EPDM PRIMER 302070 SURE-SEAL 6 CAN/CTN UNI133, ADHESIVES, 3, PG II	EA	1	1	0	20.3300		20.33
008	CARBAS 010304 CAR 5GAL BONDING ADHESIVE 302124 90-8-30A EPDM UNI133, ADHESIVES, 3, PG II	EA	1	1	0	78.4000		78.40

<input type="checkbox"/> Prepaid	<input type="checkbox"/> Collect	<input type="checkbox"/> Pick Up	CINS	Weight	Shipped Via	Shipped Date	Picked By	Filed By	Packed By	Checked By	Amount	Tax %	Freight
					CPU						595.32		37.20

Merchandise cannot be returned without permission. Any discrepancies must be reported within 24 hours.

Received By	END OF ORDER	Date Received	Total
X			632.52

At the present time all blacktop money for Rural Secondary Roads has been frozen, more information will be available at the Joint KCJEA and KMCA summer conference to be held in Louisville this week.

Squire Fogle reported that he is getting a lot of complaints regarding the conditions of County Roads in his district, particularly Jacks Branch and Ballinger Road.

Squire Veirs requested that Tim Antrobus, County Road Supervisor be made aware of the agreement between the County and the Water Districts regarding the use of county right-of-way for the laying of water lines if need be. He reported that he and Squire Whaley will be meeting with the Butler Fire Department regarding a contract between the County and the City of Butler with regards to the Fire Department.

In Re: Adjournment

Squire Wells made a motion, seconded by Squire Veirs that this meeting be adjourned to meet again in regular session on July 28, 2009, subject to any called meetings, motion carried.

Henry W. Bertram

ATTEST:
Pendleton County Fiscal Court Clerk